

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**NEW DAY ENTERTAINMENT, LLC
a Michigan Limited Liability Company**

Plaintiff,

Case No.
HON.

v.

**MARVIN GAYE III; and,
MG III Global Licensing International, LLC,
a California Limited Liability Company,**

Defendants.

VERIFIED COMPLAINT AND JURY DEMAND

Plaintiff New Day Entertainment, LLC, by its attorney, Steven A. Finegood,
for its verified complaint states as follows:

1. Plaintiff New Day Entertainment, LLC, (“New Day” herein) is a Michigan limited liability company, with its principal place of business in Bloomfield Township, Michigan.
2. Defendant Marvin Gaye III is an individual residing in the State of California and upon information and belief is an officer of Defendant MG III Global Licensing International, LLC, a California limited liability company with its principal place of business in the City of Los Angeles, California.

3. Defendant MGIII Global Licensing International, LLC, (“MG III” herein) is a California limited liability company, with its principal place of business in Los Angeles California.

Jurisdiction

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1332.

Venue

5. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

6. Venue is proper under MCL 600.1605(d), 600.1621(a) and 600.1627.

7. At all relevant times, the transactions described herein originated from the Defendants’ actions, separately and collectively and the Plaintiff’s claims arise from representations, agreements, transactions, and torts, which originated in this judicial district, including but not limited to a representative of Defendant MG III participating in person in phases of production of the Broadway type musical play event known as “Pride and Joy”, more fully described in subsequent paragraphs of this complaint, conducted in the Eastern Judicial District of Michigan.

8. Defendants purposely availed themselves of the privilege of acting in, or causing a consequence, in Michigan, and the claims stated herein arose from those actions or causation of consequences, and the exercise of jurisdiction over the Defendants is therefore reasonable and consistent with due process.

General Allegations

9. Plaintiff repeats all allegations contained in the previous paragraphs of the Complaint as though fully restated herein.

10. On November 8, 2018 Plaintiff New Day entered into a contract with Defendant MG III regarding the right to present a national/worldwide performance of a Broadway type musical play event known as “Pride and Joy”, based on the story written by Marvin Gaye III and book (script) developed by Marvin Gaye III, and written by Angela Barrow-Dunlap, and D’Extra Wiley, (“agreement” herein), as more fully stated in Exhibit 1, attached and incorporated by reference.

11. At all applicable times, Plaintiff paid Angela Barrow-Dunlap to write the book (script) for the Broadway type musical play event known as “Pride and Joy”.

12. On October 16, 2018, Defendant MG III entered into a license agreement with Sony/ATV Music Publishing, LLC, in which Plaintiff New Day is a third party beneficiary, as indicated in Exhibit 2, attached and incorporated by reference.

13. Upon information and belief, at all applicable times Defendant Marvin Gaye III has been the chief executive officer, director, member, manager, managing member, and an owner of Defendant MG III.

COUNT 1 - BREACH OF CONTRACT

14. Plaintiff repeats the allegations in the preceding paragraphs as though fully restated herein.

15. On August 19, 2019 Defendant MG III unlawfully terminated the contract stated in Exhibit 1, as indicated in Exhibit 3, attached and incorporated by reference.

16. At all times through August 19, 2019, Plaintiff performed all contract terms, covenants, and conditions that it was obligated to perform.

17. On or about August 19, 2019, Defendant MG III repudiated the contract stated in Exhibit 1 by unlawfully terminating the subject contract, as indicated in Exhibit 6 attached and incorporated by reference.

18. That Plaintiff has incurred reliance damages by the loss of recoupment of mounting costs and loss of repayment of all other costs and expenses required to be recognized as agreed in the subject contract stated in Exhibit 1, as a result of the above described unlawful termination by Defendant MG III of the subject contract, in a sum exceeding \$75,000.

19. That Plaintiff has incurred consequential damages including but not limited to lost profits and business expectancies, as a result of the above described

unlawful termination by Defendant MG III of the subject contract stated in Exhibit 1, in a sum exceeding \$75,000.

WHEREFORE, Plaintiff requests judgment against Defendant MG III for damages for a sum exceeding \$75,000, along with statutory interest, costs, and attorney fees.

COUNT 2

**DECLARATORY JUDGMENT, SPECIFIC PERFORMANCE,
AND INJUNCTION**

20. The Plaintiff repeats all of the allegations contained in the preceding paragraphs of this Complaint as though fully restated herein.

21. An actual controversy exists between Plaintiff and Defendant MG III regarding whether on August 19, 2019 the Defendant MG III had the right to terminate the subject contract stated in Exhibit 1 pursuant to the terms thereof inasmuch as Plaintiff performed its contract obligations, or otherwise substantially performed its contract obligations, all of which requires declaratory relief to guide Plaintiff's future conduct and to otherwise preserve Plaintiff's legal rights.

22. Plaintiff will more than likely prove its case because Plaintiff substantially performed its obligations pursuant to the contract stated in Exhibit 1, including but not limited to paying Sony/ATV Music Publishing, LLC pursuant to the contract stated in Exhibit 2.

23. Unless Defendant MG III is ordered to specifically perform its intellectual property license(s), and ordered to specifically perform its other rights of MG III pursuant to the Sony/ATV Music Publishing, LLC contract stated in Exhibit 2, for Plaintiff pursuant to the contract stated in Exhibit 1, and unless Defendant MG III is ordered to specifically perform its intellectual property license of the musical play “Pride and Joy” for Plaintiff pursuant to the contract stated in Exhibit 1, Plaintiff will suffer irreparable harm and injury in that Plaintiff will lose rights in the intellectual property license(s) because the described intellectual property license(s) will expire as a result of non-use, during the time specified in the contract stated in Exhibit 2.

24. Defendant MG III will not be unfairly prejudiced by the issuance of a preliminary injunction.

25. Plaintiff has no other adequate remedy at law.

WHEREFORE, Plaintiff, respectfully requests this Honorable Court to grant the following relief:

- A. Declare that Defendant MG III unlawfully terminated the contract stated in Exhibit 1, as indicated in Exhibit 3;
- B. Issue a Preliminary, and later a Permanent, Injunction, restraining Defendant MG III and its principal(s), members, managers, directors, agents, servants, employees and attorneys, and all others acting in concert with them, from doing anything to prohibit or inhibit Plaintiff from exercising its right to present a

national/worldwide performance of a Broadway type musical play event known as “Pride and Joy”, based on the story written by Marvin Gaye III and book (script) developed by Marvin Gaye III, and written by Angela Barrow-Dunlap, and D’Extra Wiley, (“agreement” herein), pursuant to Plaintiff’s rights in the contract more fully stated in Exhibit 1, and to otherwise order Defendant MG III to specifically perform all of its obligations pursuant to the contract stated in Exhibit 1, until this Court orders otherwise;

C. Grant Plaintiff such other and further relief in the premises as this Court deems just and equitable;

COUNT 3 - RESCISSION

26. Plaintiff repeats the allegations in the preceding paragraphs as though fully restated herein.

27. That at the time the contract stated in Exhibit 1 was agreed to by Defendant MG III on November 8, 2018, and almost immediately thereafter, Defendant MG III made the contract in bad faith inasmuch Defendant MG III did not intend to recognize repayment of recoupment of mounting costs and all other costs and expenses agreed to in Paragraph 4)(i) through Paragraph 4)(xi) of the subject contract.

28. Plaintiff relied on the promise of Defendant MG III, in Paragraph 4)(i) through Paragraph 4)(xi) of the subject contract, that Defendant MG III would recognize the above described costs and expenses, by Plaintiff paying such mounting costs in the approximate sum of one million three hundred thousand

(\$1,300,000) Dollars, in addition to Plaintiff paying all other costs and expenses included by those provisions of the subject contract.

29. That the above described fraud by Defendant MG III is grounds for Plaintiff to rescind the subject contract stated in Exhibit 1.

30. That on or about August 19, 2019, Plaintiff tendered its rescission of the subject contract to Defendant MG III conditioned upon rescission by contemporaneous refund by Defendant MG III of all money paid by Plaintiff to Defendant MG III and/or for Defendant MG III pursuant to the contract attached as Exhibit 1, and paid by Plaintiff to Defendant MG III and/or for Defendant MG III pursuant to the contract attached as Exhibit 2, and that Defendant MG III refused to so rescind and refund all such money to Plaintiff.

WHEREFORE, Plaintiff requests judgment for rescission of the subject contract stated in Exhibit 1 for the sum of all money paid thereon by Plaintiff for Defendant MG III, and for all money paid by Plaintiff for all such contract costs and expenses, in a sum exceeding \$75,000, along with statutory interest, costs and attorney fees.

COUNT 4

UNJUST ENRICHMENT - DEFENDANT MARVIN GAYE III

31. Plaintiff repeats the allegations in the preceding paragraphs as though fully restated herein.

32. On August 19, 2019 Defendant MG III unlawfully terminated the contract stated in Exhibit 1, as indicated in Exhibit 3, attached and incorporated by reference.

33. Upon information and belief, on or about August 19, 2019, Defendant Marvin Gaye III intentionally caused Defendant MG III to unlawfully terminate the contract with Plaintiff New Day stated in Exhibit 1, as indicated in Exhibit 3, attached and incorporated by reference.

34. Upon information and belief, Defendant Marvin Gaye III falsely declared Plaintiff to be in breach of the contract stated in Exhibit 1, and otherwise unlawfully terminated the contract in order to avoid recognizing repayment of recoupment of mounting costs, and all other costs and expenses, for the duration of the subject contract agreed to by Defendant MG III in Paragraph 4)(i) through Paragraph 4)(xi) of the subject contract.

35. That avoidance of repayment of recoupment of mounting costs and all other costs and expenses paid or incurred by Plaintiff described in the preceding paragraphs of this Complaint thereby confers a wrongful benefit upon Defendant Marvin Gaye III regarding his interest in the story written by Defendant Marvin Gaye III, and in the book (script) developed by Defendant Marvin Gaye III, and written by Angela Barrow-Dunlap, and D'Extra Wiley, and confers a wrongful benefit upon Defendant Marvin Gaye III regarding any interest he may have in any

subsequent Broadway type musical play event based thereon, in the amount of all mounting costs and expenses paid and incurred by Plaintiff described in preceding paragraphs, and confers a wrongful benefit upon Defendant Marvin Gaye III in the amount of all revenue for all subsequent Broadway type musical play event(s) regarding the story written by Defendant Marvin Gaye III, and/or the book (script) developed by Defendant Marvin Gaye III, and/or written by Angela Barrow-Dunlap, and/or D'Extra Wiley, in which Defendant Marvin Gaye III or any entity that he has a direct or indirect interest in presents, promotes, or produces such Broadway type musical play event(s), and/or in the amount of proceeds of any such revenue that he or any entity that he has a direct or indirect interest in has a claim to, and it is unconscionable for Defendant Marvin Gaye III or any heretofore unknown person or entity to retain such benefit(s).

36. That such revenue taken by Defendant Marvin Gaye III and/or any heretofore unknown person or entity, thereby results in unjust enrichment of Defendant Marvin Gaye III and/or results in unjust enrichment of any heretofore unknown person or entity, at the expense of Plaintiff.

WHEREFORE, Plaintiff requests judgment against Defendant Marvin Gaye III and against any heretofore unknown person or entity taking such revenue described in the preceding paragraphs of this count, for restitution of the sum of all such revenue, along with interest, costs, and attorney fees.

COUNT 5

**TORTIOUS INTERFERENCE WITH CONTRACT AND
ADVANTAGEOUS
BUSINESS RELATIONSHIPS - DEFENDANT MARVIN GAYE III**

37. Plaintiff repeats all allegations contained in the previous paragraphs of the Complaint as though fully restated herein.

38. Beginning on or about November 8, 2018, Plaintiff commenced a business relationship with MGIII regarding the right to present a national/worldwide performance of a Broadway type musical play event known as “Pride and Joy”, based on the story written by Marvin Gaye III and book (script) developed by Marvin Gaye III, and written by Angela Barrow-Dunlap, and D’Extra Wiley, (“agreement” herein), as more fully stated in Exhibit 1, attached and incorporated by reference.

39. Plaintiff invested substantial time and money in this effort, whereby Plaintiff had a reasonable expectation of economic gain directly related to the right to present a national/worldwide performance of a Broadway type musical play event known as “Pride and Joy” described in the preceding paragraphs of this complaint for the duration of the contract period stated in Exhibit 1, and all other contract rights therein, including for all option periods through October 15, 2021 stated in the Sony/ATV Music Publishing, LLC license agreement with Defendant MG III, of which Plaintiff is a third-party beneficiary.

40. Upon information and belief, Defendant Marvin Gaye III was aware of Plaintiff's business relationship and the above-referenced Agreement(s) Plaintiff had with MGIII, including knowledge of the terms and obligations of the agreement(s).

41. On August 19, 2019 Defendant MG III unlawfully terminated the contract stated in Exhibit 1, as indicated in Exhibit 3, attached and incorporated by reference.

42. Upon information and belief, on or about August 19, 2019, Defendant Marvin Gaye III intentionally caused Defendant MG III to unlawfully terminate the contract with Plaintiff New Day stated in Exhibit 1, as indicated in Exhibit 3, attached and incorporated by reference.

43. Upon information and belief, on or about August 19, 2019 and continuing through the time of this Complaint, Defendant Marvin Gaye III has systematically interfered with the Plaintiff, along with the financiers, employees, contractors and operations of Plaintiff and the above-referenced agreement(s) in an intentional and methodical effort to injure Plaintiff.

44. Upon information and belief, Defendant Marvin Gaye III provided advice and direction to Defendant MGIII causing it to terminate the agreement with Plaintiff, or to not honor its other obligations to Plaintiff.

45. Defendant Marvin Gaye III began a course of conduct consisting of, but not limited to deliberate misinterpretation and deception to Defendant MG III regarding the contract with Plaintiff New Day stated in Exhibit 1. In engaging in this conduct the intent of Defendant Marvin Gaye III was to impair and destroy Plaintiff's business relationship with Defendant MGIII and Sony/ATV Music Publishing, LLC, whereby destroying Plaintiff's reasonable expectancy of economic gain.

46. Defendant Marvin Gaye III engaged in this conduct with malice toward Plaintiff, desire to injure it economically, and with wantonness and disregard of its rights. The conduct of Defendant Marvin Gaye III was improper, unlawful, and unfair, in that Defendant Marvin Gaye III used deceptive practices to strip Plaintiff of the valuable opportunities and relationships in which Plaintiff was highly invested.

47. The conduct engaged in by Defendant Marvin Gaye III was a proximate cause of the loss and/or impairment of Plaintiff's business relationship with MGIII, and Sony/ATV Music Publishing, LLC, and the opportunities arising therefrom; resulting in the loss of Plaintiff's expectancy of economic gain.

48. As a direct and proximate result of the actions of Defendant Marvin Gaye III, Plaintiff has suffered and continues to suffer and sustain damages in excess of \$75,000.00.

WHEREFORE, Plaintiff, respectfully requests this Honorable Court to grant the following relief:

- A. Issue a Preliminary, and then a Permanent, Injunction, restraining Defendant Marvin Gaye III, and Defendant MG III, and its principal(s), members, managers, directors, agents, servants, employees and attorneys, and all others acting in concert with them, from doing anything to interfere with Plaintiff's financier(s) and present and prospective advantageous business relationships and business expectancies regarding the contract stated in Exhibit 1, until this Court orders otherwise;
- B. Grant Plaintiff judgment against Defendant Marvin Gaye III, and against Defendant MG III, for damages for a sum exceeding \$75,000, along with statutory interest, costs, and attorney fees;
- C. Grant Plaintiff such other and further relief in the premises as this Court deems just and equitable;

COUNT 6

CIVIL CONSPIRACY - ALL DEFENDANTS

49. Plaintiff repeats all allegations contained in the preceding paragraphs of this Complaint as though fully restated herein.

50. That upon information and belief, on or about August 19, 2019 and at various other times before and thereafter, Defendants met together, planned and conspired to remove and divest Plaintiff of its interest in the contract with Defendant MG III more fully stated in Exhibit 1 and to remove and divest Plaintiff of its third-party beneficiary interest in the Defendant MG III license agreement

with Sony/ATV Music Publishing, LLC, indicated in Exhibit 2, for the purpose of removing Plaintiff and to gain complete interest and control of the license agreement(s) stated in Exhibit 2, and to gain complete interest and control of the license agreement regarding the right to present a national/worldwide performance of a Broadway type musical play event known as “Pride and Joy”, based on the story written by Marvin Gaye III and book (script) developed by Marvin Gaye III, and written by Angela Barrow-Dunlap, and D’Extra Wiley, (“agreement” herein), as more fully stated in Exhibit 1.

51. That upon information and belief the Defendants agreed and understood that the purpose of their meetings and agreements included but was not limited to the purpose articulated in the previous paragraph; further, Defendants understood that both their purpose and their methods of achieving this purpose were unlawful and would result in injury to Plaintiff, and yet they still agreed and understood that each would act in concert with the other to achieve this purpose.

52. Defendants undertook the acts necessary to execute their plan with malice and the intent to injure Plaintiff.

53. The acts were unlawful and tortious, and intended to deprive Plaintiff of economic gain and eliminate its ability to control its financial interests, including but not limited to eliminating Plaintiff’s ability to recoup its mounting costs, and all other costs and expenses, incurred and expended by Plaintiff for the Broadway

type musical play event "Pride and Joy" described in the previous paragraphs of this complaint, and to deprive Plaintiff of business expectancies during the duration of the contract stated in Exhibit 1.

54. As a direct and proximate result of Defendants' actions Plaintiff has suffered and continues to suffer and sustain damages in excess of \$75,000.00.

WHEREFORE, Plaintiff requests judgment against Defendant MG III, Defendant Marvin Gaye III, and against any heretofore unknown person or entity participating in the conspiracy described above, for a sum exceeding \$75,000, along with interest, costs, and attorney fees.

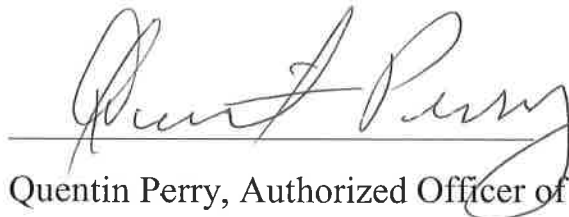
Dated: September 20, 2019

Respectfully submitted,
/s/ Steven A. Finegood
Steven A. Finegood (P32157)
Attorney for Plaintiff
17515 W. Nine Mile Rd., Ste. 400
Southfield, MI 48075
(248) 875-4656
safinegood@gmail.com

VERIFICATION

I verify under penalty of perjury that the foregoing is true and correct.

Dated: September 20, 2019


Quentin Perry, Authorized Officer of
New Day Entertainment, LLC

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff
New Day Entertainment, LLC, hereby demands trial by jury in this action of all
issues so triable.

Dated: September 20, 2019

Respectfully submitted,
/s/ Steven A. Finegood
Steven A. Finegood (P32157)
Attorney for Plaintiff
17515 W. Nine Mile Rd., Ste. 400
Southfield, MI 48075
(248) 875-4656
safinegood@gmail.com

EXHIBIT

1

**New Day Entertainment and MGIII Contract
for "Pride and Joy"**

For mutual consideration hereby acknowledged as received by each other, New Day Entertainment, LLC ("New Day" herein), a Michigan limited liability company, 2510 S. Telegraph Road, Suite L-140, Bloomfield Township, Michigan 48302, and MG III Global Licensing International, LLC ("MG III" herein), 11300 W. Olympic Blvd., Suite. 610, Los Angeles, CA 90064, hereby agree regarding the right to present a national/worldwide performance of a Broadway type musical play event known as "Pride and Joy", based on the story written by Marvin Gaye III and book (script) developed by Marvin Gaye III, and written by Angela Barrow-Dunlap, and D'Extra Wiley, ("agreement" herein), as follows:

- 1) MG III hereby licenses to New Day an exclusive non-transferable license to produce, present, and promote (the "license") "Pride and Joy" (the "play") in venues throughout North America and the World (the "Performance"). The license shall include all applicable, nonexclusive intellectual property rights (including, without limitation, the copyright and trademarks for the Marvin Gaye and Anna Gordy Gaye name, logo, design, developed concepts, graphics, artwork and other printed materials) for use in conjunction with any performances of the Play or advertising or promotion of the Play; provided it is acknowledged that MG III does not control Marvin Gaye Jr. likeness rights; provided further that MG III shall use best efforts to help New Day obtain a license of such rights. The license shall extend to all ancillary activities associated with the Performance, including for Performance related merchandise and cross-media promotions.

MG III shall use best efforts to assist New Day in obtaining licenses, for use in the Performance and Performance-related merchandise and cross-media promotion, of the following related to Marvin Gaye, Jr.: photographs, film clips, visual images, and compositions for the following songs: *A) Stubborn Kinda Fellow; B) Pride and Joy; C) Hitchhike; D) Ain't No Mountain High Enough; E) Baby I'm For Real; F) Your Precious Love; G) Ain't Nothing Like The Real Thing; H) You're All I Need To Get By; I) What's Happening Brother; J) Mercy, Mercy Me; K) Inner City Blues; L) Trouble Man; M) Let's Get It On; N) I Heard It Through The Grapevine; O) My Mistake (Was To Love You); P) When Did You Stop Loving Me, When Did I Stop Loving You; Q) Sexual Healing; R) What's Going On S) After the Dance; T) Distant Lover; U) I Want You* (the compositions for these songs are collectively referred to herein as the "Compositions"); provided that the failure to obtain any such licenses by New Day or MG III shall not be deemed a breach of this agreement by MG III. It is hereby acknowledged by New Day that MG III has obtained an agreement ("Sony/ATV Agreement") with Sony/ATV Music Publishing, LLC ("Sony/ATV") for the option to license the right to use Sony/ATV's interests in the Compositions (to the extent owned or controlled by Sony/ATV) to perform the Compositions in the Performance, subject to certain limitations, restrictions, requirements and obligations ("Sony/ATV Requirements"). New Day represents and acknowledges that New Day's attorneys have reviewed the Sony/ATV Agreement and New Day hereby approves such Sony/ATV Agreement and acknowledges that such Sony/ATV Agreement fulfills MG III's efforts with respect to such Compositions. In connection with and as a part of MG III's license to New Day hereunder, MG III hereby licenses to New Day the applicable rights under the Sony/ATV Agreement to perform the Compositions in the Performance and use in Performance-related merchandise, subject to the Sony/ATV

Requirements. New Day hereby agrees to comply with all aspects of the Sony/ATV Agreement, including without limitation, the Sony/ATV Requirements, making all payments required directly to Sony/ATV (including without limitation the Option Payment that is currently due), giving proper credit/billing, obtaining approvals, complying with restrictions, etc. New Day agrees to defend, indemnify and hold harmless MGIII and Marvin Gaye III in accordance with paragraph 6 below if New Day breaches the Sony/ATV Agreement or otherwise does not comply with its terms, and MGIII has the right to terminate New Day's rights in addition to all other remedies. This license is exclusive to New Day and may not be assigned by New Day. All rights not expressly granted hereunder are reserved, including, without limitation, any and all audiovisual rights.

- 2) The license shall be for an initial term commencing on the date of this agreement through December 31, 2019, with an option for New Day to extend the agreement and the term of the license described in Paragraph 1 of this document through October 15, 2021 by giving MG III written notice thereof by November 1, 2020. If the initial paid Performance does not take place by October 30, 2019, then the rights hereunder will terminate. The rights will also terminate if there ceases to be a continuous run as required in the Sony/ATV Agreement, other performance standards under the Sony/ATV Agreement are not met, or the rights under the Sony/ATV Agreement terminate.
- 3) New Day shall secure financing and/or funding, and pay all costs and expenses that are exclusively pre-approved by it to exclusively produce, promote, present, manage and exclusively operate all aspects of the Performance. New Day shall comply with all contractual and governmental rules, requirements and laws. MG III shall cooperate with New Day when needed by New Day to provide assistance regarding development of content, promotion, licensing and all other aspects of the Performance. The play will follow the story and script which has been approved by MG III and is attached to the Sony/ATV Agreement, and there can be no changes thereto without the prior written approval of MG III and Sony/ATV. MG III and New Day shall have prior written approval rights over each item of merchandise and each cross-media promotion (as referenced in Paragraph 1), and development of content, promotion, licensing and all other aspects of the Performance (as referenced in this Paragraph 3). New Day shall obtain all approvals required by Sony/ATV in accordance with the Sony/ATV Agreement and MG III shall have the same approvals as Sony/ATV. The parties shall be entitled to the following credits in connection with the play: Marvin Gaye III: Executive Producer, Co-Presenter, Story By, and Book By (shared with Angela Barrow-Dunlap and D'Extra Wiley); New Day: Executive Producer and Co- Presenter. New Day agrees that Marvin Gaye III's credits (including Book credit along with Barrow-Dunlap and Wiley) shall be accorded in all playbills or programs in connection with presentation of the Play and said credits shall be no less than the size and prominence of any other producer, presenter or music credits, as applicable. Further, Marvin Gaye III's credits shall appear wherever and whenever any other producer or presenter receives credit, in a size and prominence not less than any other credits. The Book credit (shared with Angela Barrow-Dunlap and D'Extra Wiley) shall be pursuant to the terms of the Approved Production Contract for Musical Plays promulgated by The Dramatists Guild, Inc. (the "APC") and shall further appear wherever and whenever any music credits appear in no less the size and prominence. New Day agrees that billing credit will be in compliance with all aspects of the Sony/ATV Agreement.
- 4) New Day shall pay to MG III fifty (50%) of the Net Revenues generated from each

Performance event. Net Revenues shall include all gross revenue received by New Day in connection with the Performance and Play for the sale of tickets and sponsorship(s) for the Performance event(s), less the sum of (i) refunds, (ii) sales tax, (iii) credit card processing fees and telco-connectivity charges, (iv) third-party ticketing fees, (v) recoupment of mounting costs, (vi) Performance operating costs (event costs), (vii) any and all rights fees and royalties including without limitation, for music and Book in compliance with all aspects of the Sony/ATV Agreement and the Book payment terms, (viii) sponsorship fulfillment costs, (ix) payments to Sony/ATV, (x) loan(s) repayment(s), and (xi) investor(s) distribution(s).

New Day and MG III shall share all other Performance and Play related receipts, including without limitation, merchandising and photographic vendor net receipts, at sixty percent (60%) for MG III and forty percent (40%) for New Day, calculated as gross receipts less reasonable, customary, third party costs. In the event that MG III desires to produce a cast album during the term of this agreement, MG III will negotiate in good faith with New Day regarding the terms thereof, including without limitation, New Day's participation.

The Book payment terms are as follows: The Book writers shall be paid an amount equal to one-half (1/2) of the following referenced in the following Paragraphs of the Sony/ATV Agreement: the sums payable to the aggregate of the Music Participants (as that term is defined in the Sony/ATV Agreement) as (w) Option Payments pursuant to Section 4, (x) Royalties pursuant to Section 6, (y) Cast Album pursuant to Section 9, and (z) Merchandise pursuant to Section 10. In addition, the Book writers shall receive any other payments required by the APC. Payment to the Book writers shall be paid directly to each of the three Book writers as follows: 50% - Marvin Gaye III, 25% - Angela Barrow-Dunlap, 25% - D'Extra Wiley.

Both MG III and New Day have the right to pursue investors in the Performance, subject to each other's written approval of each prospective investor, including written approval of the investment terms, price, and percentage share, for each prospective investor.

New Day shall conduct all accounting regarding the agreement. MG III shall have access to such accounting books and records, within a reasonable time upon its request.

Settlement statements for ticketed performances and all other receipts will be provided to MG III on a weekly basis for each performance week or any other week in which there are receipts, within three (3) days thereafter. The final settlement for the Performance in its entirety will be within ten (10) business days after the final Performance, and will be based on the sum of all performance weeks.

- 5) The Performance shall consist of the following:
 - a) Producing and promoting a minimum of twenty-five (25) ticketed performances in traditional theaters throughout North America and/or the world during the term of the agreement.
- 6) Indemnification: Each party hereto shall indemnify, defend and hold harmless the other party, its partners, affiliates and respective officers, directors, managers, members, shareholders, employees, and agents, from and against any and all claims, liabilities, damages, injuries and expenses (including reasonable attorneys' fees and court costs), of any nature whatsoever

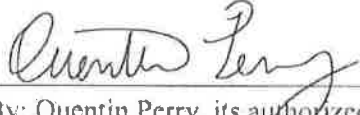
arising out of or incidental to the indemnifying party's activities related to the event, except that any such indemnified party shall not be indemnified for losses resulting from its own fraud, or willful misconduct.

Together the parties shall maintain a Commercial General Liability and Property Insurance Policy covering both parties as a named insured for an amount to be agreed upon by the Parties, adequate to cover their respective indemnification obligation set forth herein.

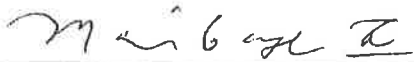
- 7) This agreement constitutes the entire agreement between the parties and may not be amended or modified except as provided in writing and executed by both parties. Signature by scanned PDF/email or facsimile shall be deemed the same as an original copy and binding on each party. Copies of notices to MG III shall be sent via email to Kim H. Swartz at khs@KimHSwartz.com.

This agreement is entered into as of November 8, 2018. This agreement shall not become effective until signed by all parties hereto.

New Day Entertainment, LLC


By: Quentin Perry, its authorized agent

MG III Global Licensing International, LLC


By: Marvin Gaye III, its authorized agent

EXHIBIT

2

GRAND RIGHTS LICENSE AGREEMENT

This agreement (the "**Agreement**") is made and entered into as of October 16, 2018, between MG III Global Licensing International, LLC ("**Producer**"), with an address at 11300 W. Olympic Blvd., Suite. 610, Los Angeles, CA 90064, and *Sony/ATV Music Publishing, LLC* ("**Publisher**"), with an address at 25 Madison Avenue, 24th Floor, New York, NY 10010, in connection with stage rights in and to the music composition(s) set forth on **Schedule A**, a copy of which is annexed hereto and made a part hereof (each a "**Composition**" and collectively the "**Compositions**" as defined in Paragraph 3(b) below).

WHEREAS:

A. Producer intends to produce a live-stage dramatico-musical entertainment currently entitled "**Pride & Joy**" (the "**Play**") to be based on the life of Marvin Gaye with a book written by Marvin Gaye III, Angela Barrow-Dunlap and D'extra Wiley; and

B. Producer desires to license certain stage rights in and to each of the **Compositions** for inclusion in the **Play**, and Publisher desires to grant such license to Producer on the terms and conditions set forth herein;

NOW, THEREFORE, Producer and Publisher hereby agree as follows:

1. **Term:** The "**Term**" as used herein shall mean the period commencing as of the date of full execution hereof and, if an initial first or second class live stage commercial production (which may, for clarity, be a single touring production) is presented for at least twenty-one (21) paid public performances, not including more than eight (8) preview performances, with an official press opening (a "**Qualifying Production**"), the twenty-first paid public performance of which takes place within the applicable Option Period described in hereinbelow, then continuing thereafter subject to the following: If at any point no performance of the **Play** produced by Producer takes place for a period of six (6) months (such period with no performance, a "**Hiatus Period**"), then the license shall terminate and all rights shall revert to Publisher; provided, however, if prior to the last performance before a Hiatus Period, post-Hiatus Period performances are scheduled to commence within two (2) months following the Hiatus Period and contractual evidence with respect thereto is provided to Publisher, Producer's production rights shall continue, subject to automatic termination (a) if such post-Hiatus Period performances are not performed as-scheduled or (b) following any subsequent Hiatus Period(s), subject to the reopening right as set forth in this sentence. If the **Qualifying Production** (including the minimum number of performances set forth above) does not occur before expiration of the Option Periods, this Agreement shall terminate and all rights granted herein shall revert to Publisher. For clarity, the option granted hereunder shall be deemed exercised upon the initial paid public performance of the **Qualifying Production** and the **Term** shall continue for so long as Producer presents the **Play** in a "continuous run", subject to the Hiatus Period limitations and requirements set forth above.

2. Definitions:

(a) "**Gross Weekly Box Office Receipts**" shall be defined as per the Approved Production Contract for Musical Plays promulgated by The Dramatists Guild, Inc. (the "**APC**").

(b) "**Net Profits**" means, following Recoupment (as defined below) on a company-by-company basis, all sums received by, paid, payable or credited to Producer (or to any person or entity on Producer's behalf) from all sources, less the "**Weekly Breakeven**" (as defined per the **APC**) and other customary and reasonable expenses actually paid, in connection with such company; provided, however (i) the actual repayment to the limited partners or other investors or subscribers in such company of any or all of their

capital contributions and or any Net Profits shall not affect the Net Profits calculation hereunder; (ii) such definition shall be no less favorable to Publisher than that accorded to any other Net Profit participant (or, for clarity, less favorable than as such term is defined in the investment agreement with the parties furnishing the financing for such company); (iii) there shall be no deduction prior to the calculation of Publisher's share of Net Profits; (iv) Publisher's share of Net Profits shall not be subject to any right of recall or right of accumulation for additional companies of the Play; and (v) all license fees for the licensing of production rights in the Play granted to Producer shall (A) flow one hundred percent (100%) to the entity formed to finance the initial commercial production of the Play (i.e., the "mother company") and (B) be negotiated at arms-length, fair market rates.

(c) **"Recoupment"** shall be defined as per the APC. Recoupment shall be computed on a company-by-company basis, and in computation of Recoupment, there shall be no cross-collateralization or funding for any additional company or companies.

2. **Territory:** **"Territory"** shall be the United States of America.

3. **Grant of Rights:**

(a) Subject to the terms and conditions set forth herein, and further subject to any copyright termination rights by operation of law or Publisher's loss of rights in the Compositions by contractual reversion or otherwise, Publisher hereby grants Producer, solely to the extent of Publisher's interests, (a) the non-exclusive limited grand right during the Term to use and perform the Compositions in live first class and/or second class dramatico-musical productions of the Play produced by Producer in the Territory, subject to the terms hereof; and (b) the right to create and exploit cast album recordings of Producer's productions of the Play and customary merchandise rights in connection therewith, subject to the conditions set forth herein. The aforementioned grand right shall be limited to performances of the Play only in the immediate sight and presence of a living audience, and not otherwise. No taping, filming or recording, or transmission or exhibition by broadcast or otherwise shall be permitted unless otherwise specifically agreed previously and in writing by Publisher.

(b) **"Composition"** means each musical composition specified by title on Schedule A of this Agreement which is owned and/or controlled in whole or in part by Publisher, as of the date of this Agreement, to the extent set forth herein on Schedule A, and which is made available to Producer subject to the terms and conditions set forth in this Agreement. With respect to any Composition which is or may be owned or controlled by Publisher only in part, the term "Composition" shall refer only to that portion of the musical composition owned or controlled by Publisher. It is specifically understood and agreed that all of the rights granted herein to Producer with respect to the Composition are limited to the extent and duration of Publisher's ownership or administration of such Composition; and that it is Producer's obligation to obtain licenses from the other appropriate copyright owners and/or administrators of the Compositions, if any.

4. **Option Periods:** In consideration of the foregoing grant of rights, Producer agrees to pay Publisher its **"Pro Rata Share"** (as defined below) of the following sums (**"Option Payments"**) in order to maintain Producer's option on the stage rights in and to the Compositions as set forth herein:

(a) **"First Option Period"** – Twenty Thousand Dollars (\$20,000) for the period from the date hereof through October 15, 2019, payable upon execution of this Agreement; provided, however, the payment for the First Option Period shall be not less than Fifteen Thousand Dollars (\$15,000) regardless of Publisher's Pro Rata Share.

(b) **"Second Option Period"** – Fifteen Thousand Dollars (\$15,000) for the period from October 16, 2019 through October 15, 2020, payable on or before October 15, 2019.

(c) **"Third Option Period"** – Fifteen Thousand Dollars (\$15,000) for the period from October 16, 2020 through October 15, 2021, payable on or before October 15, 2020.

5. **Pro Rata Share:** Publisher's pro rata share (the **"Pro Rata Share"**) of all amounts payable in connection with the Play on such basis, as specified herein, will be based on a fraction, the numerator of which will be the number of Composition(s) included in the Play as of the date that such amount is payable, reduced proportionally if applicable in accordance with Publisher's ownership interest (or administration interest on behalf of a copyright owner) in each of the Composition(s), and the denominator of which will be the total number of royalty-bearing, pre-existing (i.e., not commissioned for the Play) musical compositions included in the Play as of such date.

5. **Option Payments Non-Returnable:** Each of the foregoing Option Payments made by Producer shall be non-returnable, but shall be recoupable against 50% of royalties payable to Publisher following the full Recoupment of the entity formed to finance and produce the initial commercial production of the Play.

6. **Royalty:** Publisher and other publishers of musical compositions appearing in the Play shall be referred to herein collectively as the **"Music Participants."** In each week in which the Compositions are utilized in the Play, Publisher and the other Music Participants, in the aggregate, shall be entitled to receive a royalty equal to four and one-half (4.5%) percent of the Gross Weekly Box Office Receipts derived from the Play, increasing to five (5%) percent at 100% Recoupment of the applicable production company. Publisher shall be entitled to its Pro Rata Share of such royalty.

7. **Net Profits:** Publisher shall receive its Pro Rata Share of five percent (5%) of 100% of the Net Profits of each production entity formed to finance and present each commercial company of the Play under Producer's license or control.

8. **Most Favored Nations:** No royalty recipient (including, without limitation, Producer) or any other person or entity granting and/or licensing to Producer rights in connection with the Play shall receive any terms more favorable, on a proportionate basis, than those contained herein (including, without limitation, with respect to all calculations, definitions, payment schedules (including, e.g., royalty statements), accounting and audit provisions, Net Profits and advances and/or royalties (including, e.g., increases in royalties at Recoupment)), which shall all be on a favored nations basis, and in the event any such party does receive any such more favorable terms, then Publisher shall automatically receive the benefit of all such more favorable terms from the inception thereof. Without limiting the foregoing, no category of compensation payable to Publisher shall be less than 200% of such category of compensation payable in the aggregate to either (a) the bookwriter(s) of the Play in their role(s) as bookwriter(s); or (b) the underlying rights holder(s), if any, in their role(s) as underlying rights holder(s). Any payments made to any bookwriter(s) or underlying rights holder(s) for separate services provided in connection with the Play other than as bookwriter or underlying rights holder shall be negotiated on an arm's-length basis and shall not be disproportionately allocated to such separate services (with such separate services to be provided in a legitimate additional capacity). Except as specified herein and subject to the terms hereof, terms and provisions of this paragraph and any other terms of this Agreement generally shall be applicable for each production of the Play presented by Producer.

9. Cast Album:

(a) Without limiting Publisher's approval rights hereunder, Publisher or an affiliated company of Publisher shall have the right of first negotiation to finance and/or distribute any cast albums of productions of the Play produced, co-produced and/or licensed by Producer as follows: Producer shall give Publisher written notice of the intention to finance and distribute a cast album and the parties will negotiate exclusively in good faith for thirty (30) days with respect to the terms and conditions for each such cast album (the "**Exclusive Negotiating Period**"); provided, however, that Producer shall give Publisher such notice no sooner than the first preview performance of the applicable production of the Play. If no agreement is reached during the Exclusive Negotiating Period with respect to the applicable cast album, Producer may thereafter enter into negotiations with third parties with respect thereto.

(b) The Music Participants shall additionally be entitled to 2/3 of sixty percent (60%) of the aggregate share of income from the worldwide exploitation of cast album rights in and to the Play (other than amounts advanced by record companies for the creation of the album or for investment in the Play) and Publisher shall receive its Pro Rata Share of such amount. Separate mechanical royalties shall be paid to Publisher with respect to each of the Compositions on each copy of each such cast album in accordance with terms to be agreed within customary industry parameters.

10. Merchandise: With respect to merchandise created for the Play, the Music Participants shall be entitled to 2/3 of: (a) ten percent (10%) the gross retail sales of merchandise on the premises of theaters in which Producer presents the Play (after deduction of taxes and credit card commissions), not to exceed fifty percent (50%) of the Producer's license fee, and (b) fifty percent (50%) of Producer's net receipts from sales of merchandise (i.e., the gross amounts paid to Producer less all customary third party costs actually incurred in the creation, manufacture and sale of such merchandise) in other locations, and Publisher shall receive its Pro Rata Share of such amount. Cast album sales on the premises of theaters also shall be treated as sales of merchandise for the purposes of this paragraph.

11. Promotional Excerpts: Subject to Publisher's prior written approval of the Compositions to be used in connection therewith, Producer shall have the right to authorize one or more promotional radio and/or television and/or computer-assisted media (limited to non-downloadable streaming on Producer's owned or controlled website(s) dedicated to the Play) presentations of excerpts from the Play, provided any performance of a Composition in any excerpt shall be in-context and shall not exceed fifteen (15) seconds; to use such excerpts of a Composition in group sales videos and other similar promotional materials; and to authorize an archival videotape(s) of the complete live stage production(s) of the Play for the New York Public Library/Lincoln Center for the Performing Arts and similar academic or scholarly institutions, provided that Producer and/or its affiliates shall receive no compensation or profit (other than reimbursement of out-of-pocket expenses) for authorizing such presentations or uses.

12. Billing Credit: Producer agrees that credit shall be accorded in all playbills or programs in connection with presentation of the Play, to all composers and lyricists and the copyright proprietors and music publishers of the Compositions, as set forth on Schedule B (or in such other form as provided by Publisher to Producer). Said credit shall be the same size and prominence as all other song credits. Further, Producer shall provide billing to Publisher in the form "Music by Arrangement with Sony/ATV Music Publishing," wherever and whenever any co-producer of the Play receives credit, in a size and position to be mutually agreed. No casual or inadvertent failure to comply with the provisions of this paragraph shall constitute a breach of this Agreement unless such failure can (to the extent reasonably practicable), but shall not, be rectified promptly on a prospective basis after written notice of such breach is received by Producer.

13. Representations and Warranties/Indemnification: Producer represents and warrants that it has acquired or shall acquire all rights necessary to produce the Play, including, without limitation, the life story rights of all individuals depicted in the Play (to the extent necessary or advisable on the basis of legal analysis by Producer's counsel). Publisher represents and warrants that Publisher owns or controls the Compositions to the extent provided in Schedule A hereto and that Publisher has the full right, power and authority to enter into this Agreement. Publisher shall indemnify Producer from and against any and all third party claims arising out of a breach of Publisher's representations or warranties hereunder that is reduced to final judgment by a court of competent jurisdiction or settled with Publisher's prior written consent. Notwithstanding the foregoing, in no event shall Publisher's liability under this paragraph exceed such amounts actually paid to Publisher pursuant to this Agreement. Producer shall indemnify Publisher and all related parties from and against any and all claims arising out of (a) a breach of any of Producer's representations, warranties or agreements; and/or (b) the development, financing, production, marketing, promotion and/or other exploitation of the Play and/or any rights therein (including, without limitation, claims brought by individuals depicted in the Play or their heirs), except solely to the extent covered by Publisher's indemnification obligation above.

14. Investment Right: Publisher and/or its affiliates shall have the right but not the obligation to invest or raise up to 25% of the total capitalization of each commercial production of the Play under Producer's license or control on customary terms to be negotiated in good faith and set forth in a separate agreement but in no event less favorable than the terms accorded to any third party investing or raising the same or lesser amount in such production.

15. Payments and Accounting: Payments in accordance with this Agreement shall be made at the same time as to all other royalty participants and/or other income participants, as applicable, and shall be forwarded, with customary statements and accountings, to the Publisher at the address set forth above, unless Publisher gives Producer alternative written instructions regarding payments. Royalties shall be paid no later than in the week following the week in which the weekly royalty payment accrued. Producer agrees to keep and maintain true and accurate records and books of account in connection with the Play and all transactions related thereto or otherwise contemplated under this Agreement, and shall retain all such record and books for a period of not less than two (2) years after each accounting to Publisher. Publisher, by its designated representative, shall have the right at its expense, upon reasonable written notice, and during normal office hours, to examine the books and records of Producer as the same pertain to the subject matter of this Agreement and to make copies and extracts thereof. If, as a result of such audit, it is determined that Producer understated the royalties due to Publisher by ten (10%) percent or more, Producer shall immediately pay to Publisher the amount by which the royalties have been understated and shall reimburse Publisher for the reasonable costs of such audit.

16. Non-Disparagement: Producer agrees that there shall be no derogatory references to Berry Gordy, Berry Gordy's blood family members, Motown, Diana Ross or Smoky Robinson in the Play or otherwise in connection with the exploitation of rights pursuant to this Agreement, and that any such derogatory references are expressly prohibited by, and would be a breach of, this Agreement. Berry Gordy is a third party beneficiary to this Agreement with respect to this paragraph.

17. Approvals: Publisher shall have the right to approve the following (and any replacements thereof) in connection with all companies of the Play: the bookwriter(s) (Marvin Gaye III, Angela Barrow-Dunlap and D'extra Wiley are pre-approved); the book (the copy of the book attached hereto as Schedule C is pre-approved; it being acknowledged and agreed that any and all modifications thereto are subject to both Publisher's and Berry Gordy's prior written approvals); the songs to be included in the

Play (the songs included in the version of the book attached hereto as Schedule C are pre-approved; it being acknowledged and agreed that any and all additions or changes to the song list are subject to both Publisher's and Berry Gordy's prior written approvals); the composer of any new music and lyrics to be included in the Play; the director of the Play; the principal cast; the orchestrator, arranger, music director/conductor; all orchestrations and arrangements (and the terms of agreements relating thereto, which shall include orchestrations and arrangements created as works-made-for-hire for Publisher to the extent of its interests); any changes to the music or lyrics of the Compositions; the release of any cast album and the terms of any cast album agreement; each item of Play-related merchandise; liability producers; and sponsorships/cross-promotions. Any approvals requested by Producer will be considered in good faith and shall not be unreasonably withheld or delayed. Any approval not expressly granted or withheld within five (5) business days following Publisher's receipt of the request for approval shall be deemed granted, except with respect to approvals over (i) the book, (ii) the songs to be included in the Play, (iii) any changes to the music or lyrics of the Compositions; (iv) the release of any cast album and (v) the terms of any cast album agreement, which shall be deemed withheld.

18. Arrangements and Scoring. Producer shall be responsible for all payments of any kind payable to third parties for uses of orchestrations, scoring and/or arrangements in connection with the Play. To the extent that payments to any orchestrator or arranger who would be entitled to re-use and/or additional use fees exceed the minimums set forth in the Local 802 collective bargaining agreement, such excess shall be subject to Publisher's prior written approval. All arrangements, orchestrations and scoring of the Compositions (collectively, the "Scores") shall be the property of Publisher to the extent of Publisher's interests. Without limiting the foregoing, it is specifically understood and agreed that all Scores shall be made at Producer's sole cost and expense but shall be created only as the result of employment-for-hire, and such Scores shall be work made for hire, as such term is used in the United States Copyright Act, for Publisher, to the extent of its interests. To the extent such Scores are not deemed a work made for hire for Publisher, Producer hereby sells, assigns and transfers any and all such rights in those Scores to Publisher, to the extent of its interests, and the worldwide copyright and any and all renewals, reversions, revivals, restorations and extensions of copyrights therein. No arranger or orchestrator shall be entitled to authorship credit or status as a collaborator or any remuneration by way of royalty or otherwise out of amounts that are payable to the writers of the Compositions or Publisher or any performing rights society, and Producer shall obtain a signed written agreement with each arranger and/or orchestrator confirming the foregoing terms of this provision. Without limitation of Publisher's other approval rights hereunder, no arrangement shall change the basic melody of any Composition, and no lyrics shall be added to or changed in the Compositions without Publisher's prior written consent. Copies of all orchestrations and/or arrangements of the Composition(s) shall be delivered to Publisher, who shall have the right to make such orchestrations and/or arrangements available for concert performance through its rental library and/or rental service provider.

19. House Seats: Publisher shall be entitled to purchase at regular (non-premium) box office prices two (2) pairs of adjacent house seats, within rows 4-10 of the center of the orchestra, for each regular evening and matinee performance of the Play hereunder. For the official opening night performance of each production of the Play (for clarity, a touring production shall be considered a single production for purposes of this paragraph), Producer shall furnish Publisher five (5) pairs of complimentary tickets, within rows 4-10 of the center of the orchestra, plus complimentary invitations to the opening night party (if any) following such performance and a reserved table at such opening night party.

20. Reservation of Rights:

(a) All rights not expressly granted hereunder are reserved, including, without limitation, any and all audiovisual rights.

(b) No right is being granted by Publisher hereunder to use or authorize other persons to use the name, signature, voice, or likenesses of the songwriter(s) of the Compositions for any purpose whatsoever, including, without limitation, for purposes of exploitation of the Play.

(c) For the avoidance of doubt, Producer shall not be entitled to share in any revenues derived from the "small" rights related to the Compositions as used in the Play or otherwise.

21. Miscellaneous:

(a) Any dispute arising out of or in relation to this Agreement, or any breach or alleged breach thereof, shall be exclusively determined or settled by final and binding arbitration in New York, New York pursuant to the rules then obtaining of the American Arbitration Association by an arbitrator with theatrical industry experience who shall follow New York law and the Federal Rules of Evidence. Any award rendered shall be final and conclusive upon the parties and judgment thereon may be entered in the highest court of the forum, state or federal having jurisdiction. In any action, claim or proceeding commenced in any arbitration panel or court in the State of New York for the purpose of enforcing this Agreement or any right granted herein, or any order or decree predicated thereon, any summons, order to show cause, writ, judgment, decree or other process issued by such court may be delivered to the parties hereto personally without the State of New York; and when so delivered, that party shall be subject to the jurisdiction of such court as though the same had been served within the State of New York. The parties hereby irrevocably submit to jurisdiction in the State of New York and irrevocably waive any right to contest personal jurisdiction or assert a defense of forum non conveniens.

(b) Producer may not assign or license the rights granted by Publisher herein or the obligations of Producer hereunder, in whole or in part, without the express prior written consent of Publisher. Producer intends to assign (or license) this Agreement to New Day Entertainment, LLC or an entity to be formed to finance and produce the Play, over which Producer or its principals shall have control, and Publisher approves such assignment or license. Any assignment or license of this Agreement to such intended entity shall relieve Producer of its obligations hereunder if such obligations are assumed in writing by such intended entity, provided that Producer shall remain secondarily liable with respect thereto.

(c) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, licensees and assignees.

(d) Producer shall obtain error and omissions insurance and general liability policies for all companies, and Publisher shall be named as an additional insured on such policies.

(e) Headings utilized in this Agreement are for convenience of reference only and shall not be deemed part of this Agreement nor shall they affect the construction or interpretation hereof.

(f) All remittances and statements shall be made to Publisher at the address set forth above.

(g) All notices hereunder required to be given to either party shall be sent to such party at the

address set forth above or to such other address as such party may hereafter designate by notice in writing to the other party. Copies of all notices to Publisher shall be sent to Grubman Shire Meiselas & Sacks, P.C., 152 West 57th Street, 31st Floor, New York, NY 10019, attn.: Lawrence Shire, Esq., lshire@gspsc.com. Copies all notices to Publisher shall be sent to Law Offices of Kim H. Swartz, 30765 Pacific Coast Hwy., #440, Malibu, CA 90265. khs@KimHSwartz.com.

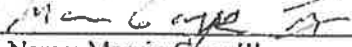
(h) This Agreement may be executed in several counterparts, all of which when signed shall constitute a single agreement. Scanned electronic signatures (e.g., .PDF, .GIF, .TIF, .JPEG, etc.) shall be valid and binding.

(i) This Agreement constitutes the entire understanding of the parties, may only be altered, modified, amended or supplemented by an instrument in writing signed by the party to be charged, and shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. This Agreement is intended as a final expression of the parties' agreement and understanding with respect to the subject matter and as a complete and exclusive statement of the terms thereof, is deemed drafted by both parties, and supersedes any and all prior and contemporaneous agreements and understandings relating thereto. This Agreement shall be construed in accordance with the laws of the State of New York (without reference to the conflicts of law principles thereof). If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. No waiver of any provision or default under this Agreement shall affect the waiving party's right thereafter to enforce such provision or to exercise any right or remedy upon any other default whether or not similar.

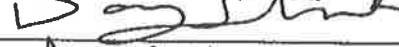
IN WITNESS WHEREOF, the parties hereto, intending to be bound, have hereunder signed as of the date and year first above written, thereby constituting this the binding agreement between them with respect to the subject matter hereof,

PRODUCER:

MG III GLOBAL LICENSING INT'L, LLC

By: 
 Print Name: Marvin Gaye III
 Title: CEO

PUBLISHER:

By: 
 Print Name: Danny Strick
 Title: Co-President, U.S.

SCHEDULE A
COMPOSITION DETAILS

SONG TITLE IN SONY/EMI RECORDS	SONGWRITER(S) IN SONY/EMI RECORDS	US TERMINATION STATUS	PUBLISHERS	Sony/EMI Interest
AIN'T NO MOUNTAIN HIGH ENOUGH	SIMPSON, VALERIE 40%/ASHFORD, NICKOLAS 60%	2/1/2023 (Ashord & Simpson - termination received)	Jobete Music Co 100%	Sony/EMI 100%
AIN'T NOTHING LIKE THE REAL THING	SIMPSON, VALERIE 40%/ASHFORD, NICKOLAS 60%	7/15/2023 (Ashord & Simpson - termination received)	Jobete Music Co 100%	Sony/EMI 100%
AFTER THE DANCE "VOCAL"	WARE, LEON 25%/GAYE, MARVIN P 50%/ROSS, ARTHUR 25%*	2032 (Ware) 2021; 2026 (M. Gaye -- agreement termination date) *Ross deceased 1996 (US renewals not secure)	*Jobete Music Co 50%/ Jobete Music Co 50% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%*
BABY I'M FOR REAL	GAYE, ANNA GORDY 25%/GAYE, MARVIN P 75%	2025 (Anna Gordy Gaye - termination possible 2021; 2026 (M. Gaye - agreement termination date)	Jobete Music Co 25%/Jobete Music Co 75% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
DISTANT LOVER	FUQUA, GWENDOLYN GORDY 15%/GREENE, SANDRA KAY 35%/GAYE, MARVIN P 50%	2027 Gordy-Fuqua & Greene - termination possible) 2021; 2026 (M. Gaye - agreement termination date)	Jobete Music Co 50%/Jobete Music Co 50%o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
GOING TO THE HOP	GORDY, BERRY 50%/LEVERETT, CHARLES 50%		Jobete Music Co.50%/Stone Agate Music 50%	Sony/EMI 100%
HIS EYE IS ON THE SPARROW	FUQUA, HARVEY 100%	2023 (Fuqua - termination possible)	Stone Agate Music 100%	Sony/EMI 100% ^c
HITCH HIKE	GAYE, MARVIN P 33.33%/STEVENSON, WILLIAM 33.33%/PAULING, CLARENCE O 33.33%	12/27/2018 (Stevenson - termination received) 2023 (Pauling - termination possible) 2021; 2026 (Gaye - agreement terminatoin date)	Stone Agate Music 66.66%/Jobete Music Co 33.33%o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
I HEARD IT THROUGH THE GRAPEVINE	WHITFIELD, NORMAN J. 50%/STRONG, BARRETT 50%		Stone Agate Music 100%	Sony/EMI 100%

INNER CITY BLUES (MAKE ME WANNA HOLLER)	GAYE, MARVIN P 60%/NYX, JAMES 40%*	2021; 2026 (M. Gaye - agreement termination date) *Nyx deceased 1998 (US renewals not secure)	Jobete Music Co 40%*/Jobete Music Co 60% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%*
I WANT YOU	ROSS, ARTHUR 50%*/WARE, LEON50%	2030 (Ware - termination possible) *Ross deceased 1996 (US renewals not secure)	Jobete Music Co 50%* Almo Music Corp 50%	Sony/EMI 50%*
LET'S GET IT ON	GAYE, MARVIN P 33.33%/TOWNSEND, ED66.66%	2029 (Townsend - termination possible)2021; 2026 (M. Gaye - agreement termination date)	Stone Diamond Music 66.66%/Jobete Music Co 33.33% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
MERCY MERCY ME (THE ECOLOGY)	GAYE, MARVIN P 100%	2021; 2026 (M. Gaye - agreement termination date)	Jobete Music Co 100% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
MONEY (THAT'S WHAT I WANT)	GORDY, BERRY JR 50%/BRADFORD, JANIE 50%		Jobete Music Co.50%/Stone Agate Music 50%	Sony/EMI 100%
MY MISTAKE (WAS TO LOVE YOU)	SAWYER, PAMELA JOAN 50%/JONES, GLORIA 50%	2028 (Sawyer & Jones - termination possible)	Jobete Music Co 100%	Sony/EMI 100%
PLEASE MR. POSTMAN	GARRETT, WILLIAM 16.66%/DOBBINS, GEORGIA 16.66%/HOLLAND, BRIAN 25%/GORMAN, FREDDIE 16.66%/BATEMAN, ROBERT 25%	2022 (Gorman & Dobbins - termination possible)	Jobete Music Co. 33.33%/Stone Agate Music 50%/EMI Blackwood Music Inc. 16.66%	Sony/EMI 100%
PRIDE AND JOY	GAYE, MARVIN P 33.33%/STEVENSON, WILLIAM 33.33%/WHITFIELD, NORMAN J. 33.33%	2/14/2019 (Stevenson - termination received) 2021; 2026 (Gaye - agreement termination date)	Stone Agate Music 66.66%/Jobete Music Co 33.33% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
SEXUAL HEALING	GAYE, MARVIN P 65.6%/RITZ, DAVID 14.4%/BROWN, ODELL ELLIOTT 20%	*9/1/2017 (Brown - termination received); administration agreement in process) 2022 (Ritz - termination possible)	EMI April Music Inc. o/b/o itself and Ritz Writes/EMI Blackwood Music Inc. 100%	Sony/EMI 100%*

SHOP AROUND	ROBINSON, SMOKEY 50%/GORDY, BERRY JR 50%		Jobete Music Co. 50%/Sony/ATV Smash Hits Music Publishing 50%	Sony/EMI 100%
STUBBORN KIND OF FELLOW	GAYE, MARVIN P 25%/GORDY, GEORGE 25%/STEVENSON, WILLIAM 50%	8/7/2018 (Stevenson - termination received) 2023 (George Gordy - termination possible) 2021; 2026 (Gaye - agreement termination date)	Jobete Music Co/ Stone Agate Music /Jobete Music Co o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 50% US; 100% world ex US
THEME FROM TROUBLE MAN	GAYE, MARVIN P 100%	LOC (work for hire)	Jobete Music Co 75% Twentieth Century Fox 25%	Sony/EMI 75%
TROUBLE MAN	GAYE, MARVIN P 100%	LOC (work for hire)	Jobete Music Co 75% Twentieth Century Fox 25%	Sony/EMI 75%
WHAT'S GOING ON	BENSON, RENALDO 33.33%/CLEVELAND, ALFRED W 33.33%/GAYE, MARVIN P 33.33%	2026 (Benson - termination possible)2021; 2026 (M. Gaye - agreement termination date)	Jobete Music Co 33.33%/Stone Agate Music 33.33%/Jobete Music Co 33.33% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%
WHAT'S HAPPENING BROTHER	NYX, JAMES 40%*/GAYE, MARVIN P 60%	2021; 2026 (M. Gaye - agreement termination date) *Nyx deceased 1998 (US renewals not secure)	Jobete Music Co 40%*/Jobete Music Co 60% o/b/o FCG Music/ NMG Music/ MGIII Music	Sony/EMI 100%*
WHEN DID YOU STOP LOVING ME, WHEN DID I STOP LOVING YOU	GAYE, MARVIN P 50%/GAYE, ANNA 50%		Jobete Music Co 100%	Sony/EMI 100%
YOU'RE ALL I NEED TO GET BY	ASHFORD, NICKOLAS 60%/SIMPSON, VALERIE 40%	6/15/2024 (Ashord & Simpson - termination received)	Jobete Music Co 100%	Sony/EMI 100%
YOUR PRECIOUS LOVE	ASHFORD, NICKOLAS 40%/SIMPSON, VALERIE 60%	5/15/2023 (Ashord & Simpson - termination received)	Jobete Music Co 100%	Sony/EMI 100%

SCHEDULE B
COMPOSITION CREDITS

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SCHEDULE C
APPROVED BOOK

PRIDE & JOY
MOTOWN'S UNTOLD LOVE STORY OF MARVIN GAYE & ANNA GORDY GAYE

Written by
Marvin Gaye III, Angela Barrow-Dunlap, D'extra Wiley
(REVISED 03.02.18)

INT. THE FLAME SHOW BAR - NIGHT

Waitresses and fashionably dressed patrons dance wildly to Chubby Checker's THE TWIST. The stage is built directly into the bar with patrons flanking the counter and engrossed in conversation and laughter. The voices of men and women are heard throughout the room as they await drink orders and such. Bar tenders and waitresses are rushing to serve their guests and uphold the luxurious reputation of the club affectionately known as the Flame Show Bar. The sounds of band leader Maurice King and his Wolverines fill the room as guests anticipate the next performance. Two dapper young men, MARVIN GAYE and HARVEY FUQUA enter. Both are sharply dressed in fashionable trench coats and brimmed hats.

HARVEY FUQUA
(to Marvin)

Man, don't mess this up! These ladies are sophisticated, glamorous, real high class. They really got it together. They have their own label and like I told you, their brother is Berry Gordy. Do you hear me man... Berry Gordy?

Marvin and a beautiful waitress lock eyes for a moment. Harvey shoves Marvin to redirect his attention.

MARVIN

Man, I got this. If someone like Gwen wants you, I know Anna will want me.

They both laugh. Harvey spots GWEN GORDY and ANNA GORDY working their photo concessions booth.

HARVEY FUQUA
That's her, man... next to Gwen in the red dress.

MARVIN
(Shocked)

Her? Right there?
HARVEY FUQUA
That's her.

MARVIN
Man, you said that she was
sophisticated, but you didn't say
she was fine!
They quickly walk over to the Gordy sisters.

HARVEY FUQUA
(embracing Gwen)
Hey ladies, you sure are looking
beautiful tonight.
Anna rolls her eyes as Harvey and Gwen exchange a kiss. Marvin gazes at Anna, captivated by her
beauty. He finally nudges Harvey.

HARVEY FUQUA (CONT'D)
Pardon me... Marvin, this is my lady,
Gwen.
Marvin takes his gaze off Anna only long enough to acknowledge Gwen.

MARVIN
He talks so much about you, I feel
like I know you both already.
GWEN
Likewise.

HARVEY FUQUA
And this is Ms. Anna Gordy, Gwen's
sister.

MARVIN
The pleasures all mine. May I call
you Anna?

ANNA
No... you may not, Mr. Gaye.

MARVIN
Okay... Miss Gordy.

ANNA
Excuse me please.
Anna looks beyond him and beckons a patron in line behind Marvin to come forward and get his photo
taken. Harvey and Gwen are amused by the exchange. Harvey sits in a seat next to Gwen. Looking
defeated, Marvin takes a seat at a nearby table. The waitress he locked eyes with earlier quickly makes
her way over to take his order, but he is much less interested now.

WAITRESS

(flirting)

What's the gentleman having this evening?

MARVIN

(referring to Anna)

Whatever she is having, send another one over from me. Marvin is still gazing at Anna.

WAITRESS

(sarcastically)

Anything else?

MARVIN

No, nothing else.

EMCEE

Ladies and gentleman, welcome to Detroit's own Flame Show Bar. Joining us tonight is a man who is setting the nation on fire. Ladies and gentleman, give a Flame Show Bar welcome for Mr. Excitement himself... Mr. Jackie Wilson!

Jackie Wilson runs on to the stage and is met by an explosive crowd. As Jackie Wilson performs, Marvin's gaze on Anna is magnetic. A few times, Anna glimpses at Marvin.

SONG: A WOMAN, A LOVER, A FRIEND (JACKIE WILSON)

JACKIE WILSON

YEAH, I WANT SOMEBODY TO HOLD MY HAND

SOMEBODY TO LOVE ME AND UNDERSTAND

I WANT A WOMAN (WOMAN)

I WANT A LOVER (A LOVER)

I WANT A FRIEND (A WOMAN, A LOVER, A FRIEND)

MMM, I WANT SOMEBODY TO SHARE MY LOVE

YES, LOVING IS SOMETHING I'VE GOT PLENTY OF

I WANT A WOMAN (WOMAN)

I WANT A LOVER (A LOVER)

I WANT A FRIEND (A WOMAN, A LOVER, A FRIEND) AH-AHH

I DON'T WANT A FANCY GAL

WITH POWDER AND PAINT

AND I DON'T WANT A WOMAN

WHO THINKS SHE'S A SAINT
I'M LOOKING FOR SOMEONE
WHO'S NOT MAKE-BELIEVE
AND DOESN'T MIND GIVING SO THAT SHE
MAY RECEIVE
(MORE)

JACKIE WILSON (CONT'D)
THERE MUST BE SOMEBODY SOMEWHERE
AROUND
THAT'S LOOKING FOR SOMEONE TO GIVE
POUND FOR POUND
I WANT ME A WOMAN (WOMAN)
MMM, I WANT A LOVER (A LOVER)
I WANT A FRIEND (A WOMAN, A LOVER,
A FRIEND)
YEAH I WANT HER RIGHT NOW
I WANT MY LITTLE GIRL ANYWAY, I
WANT HER ANYHOW
PLEASE COME ON, BABY
JUST BE MY LITTLE WOMAN, BE MY
LOVER

The waitress arrives with Anna's drink and points at Marvin as she places the drink on the table near Anna. Anna looks surprised by the arrival of the drink. Marvin makes his way back over to the photo booth where Anna is.

ANNA
Thanks for the drink.

MARVIN
My pleasure.

ANNA
Do you want your photo taken?

MARVIN
No.

Marvin continues to gaze at Anna until she seems to grow uncomfortable and even slightly agitated.

ANNA
So, what do you want Mr. Gaye?

MARVIN
I want it all... everything Ms.
Gordy.

ANNA
Well, nothing worth having comes

easy.

MARVIN

Oh no baby, I'm willing to work for
it.

ANNA

I am not your baby Mr. Gaye. And I certainly hope that you are willing to work for it, because I am all
about the business. If it doesn't make money, I'm simply not
interested.

MARVIN

I hear you loud and clear Miss
Gordy. Now you, listen very
carefully to me... and mark my
words. I WILL be the biggest star
that ANNA RECORDS ever signs.

ANNA

Really now? I certainly appreciate
your confidence... but you know
what they say?
Counting her bills from concessions.

ANNA (CONT'D)

Money talks... and bullshit walks.

Anna hands Marvin his hat. Barrett Strong's MONEY (THAT'S WHAT I WANT) fades into the
background. Marvin puts on his hat, grabs his coat and walks toward the door with Anna's eyes now
fixed on him.

SONG: MONEY (THAT'S WHAT I WANT) (BARRETT STRONG)

BARRETT STRONG

THE BEST THINGS IN LIFE ARE FREE
BUT YOU CAN GIVE THEM TO THE BIRDS
AND BEES

I NEED MONEY (THAT'S WHAT I WANT)
THAT'S WHAT I WANT (THAT'S WHAT I
WANT)

THAT'S WHAT I WANT (THAT'S WHAT I
WANT)

THAT'S WHAT I WANT (THAT'S WHAT I
WANT)

YOUR LOVE GIVE ME SUCH A THRILL
BUT YOUR LOVE DON'T PAY MY BILLS
I NEED MONEY (THAT'S WHAT I WANT)
THAT'S WHAT I WANT (THAT'S WHAT I
WANT)

THAT'S WHAT I WANT (THAT'S WHAT I
WANT)

THAT'S WHAT I WANT (THAT'S WHAT I

WANT)
(MORE)

BARRETT STRONG (CONT'D)
MONEY DON'T GET EVERYTHING, IT'S
TRUE
BUT WHAT IT DON'T GET, I CAN'T USE
I NEED MONEY (THAT'S WHAT I WANT)
THAT'S WHAT I WANT (THAT'S WHAT I
WANT)
THAT'S WHAT I WANT (THAT'S WHAT I
WANT)
THAT'S WHAT I WANT (THAT'S WHAT I
WANT)
MONEY (THAT'S WHAT I WANT)
LOTS OF MONEY (THAT'S WHAT I WANT)
WHOLE LOT OF MONEY (THAT'S WHAT I
WANT)
AHA (THAT'S WHAT I WANT)
AHA HA HA HA HA (THAT'S WHAT I
WANT)
WHOA YEAH (THAT'S WHAT I WANT)
GIVE ME MONEY (THAT'S WHAT I WANT)
A LOTS OF MONEY (THAT'S WHAT I
WANT)
ALWAYS NEED GREENS (THAT'S WHAT I
WANT)
YEAH, THAT'S RIGHT BABY, THAT'S
WHAT I MEAN (THAT'S WHAT I WANT)
AHA HA HA HA HA (THAT'S WHAT I
WANT)
WHOA YEAH (THAT'S WHAT I WANT)
GIVE ME MONEY
INT. HITSVILLE STUDIO - EVENING

Marvin and Harvey arrive at the first annual Motown Christmas Party held at the Hitsville Studio, filled with glittering Christmas ornaments, lavish floral arrangements, ice sculptures and an elaborate spread of gourmet cuisine punctuated by delicious desserts carefully placed on multilevel, winding tables. Marvin takes in his surroundings as affluent guests, well known Motown performers and executives are gathered and enjoying performances by young, raw talent in competition for Berry Gordy's approval and record deals. The Miracles are performing as the Satintones observe and anxiously await the opportunity to show off their skills.

SONG: SHOP AROUND (THE MIRACLES)
THE MIRACLES
WHEN I BECAME OF AGE MY MOTHER
CALLED ME TO HER SIDE
(MORE)

THE MIRACLES (CONT'D)
SHE SAID, SON, YOU'RE GROWING UP
NOW PRETTY SOON YOU'LL TAKE A BRIDE
AND THEN SHE SAID, JUST BECAUSE
YOU'VE BECOME A YOUNG MAN NOW
THERE'S STILL SOME THINGS THAT YOU
DON'T UNDERSTAND NOW
BEFORE YOU ASK SOME GIRL FOR HER
HAND NOW
KEEP YOUR FREEDOM FOR AS LONG AS
YOU CAN NOW
MY MAMA TOLD ME, YOU BETTER SHOP
AROUND (SHOP, SHOP)
OH YEAH, YOU BETTER SHOP AROUND
(SHOP, SHOP AROUND)
AH, THERE'S SOME THINGS THAT I WANT
YOU TO KNOW NOW
JUST AS SURE AS THE WINDS GONNA
BLOW NOW
THE WOMEN COME AND THE WOMEN GONNA
GO NOW
BEFORE YOU TELL 'EM THAT YOU LOVE
EM SO NOW
MY MAMA TOLD ME, YOU BETTER SHOP
AROUND, (SHOP, SHOP)
OH YEAH, YOU BETTER SHOP AROUND
(SHOP, SHOP AROUND)
A-TRY TO GET YOURSELF A BARGAIN SON
DON'T BE SOLD ON THE VERY FIRST ONE
A-PRETTY GIRLS COME A DIME A DOZEN
A-TRY TO FIND ONE WHO'S GONNA GIVE
YOU TRUE LOVIN'
BEFORE YOU TAKE A GIRL AND SAY I
DO, NOW
MAKE SURE SHE'S IN LOVE WITH-A YOU
NOW
MY MAMA TOLD ME, YOU BETTER SHOP
AROUND
OOH YEAH, A-TRY TO GET YOURSELF A
BARGAIN SON
DON'T BE SOLD ON THE VERY FIRST ONE
A-PRETTY GIRLS COME A DIME A DOZEN
A-TRY TO FIND ONE WHO'S GONNA GIVE
YOU TRUE LOVIN'
BEFORE YOU TAKE A GIRL AND SAY I
DO, NOW
MAKE SURE SHE'S IN LOVE WITH-A YOU
NOW
MAKE SURE THAT HER LOVE IS TRUE NOW

I HATE TO SEE YOU FEELIN' SAD AND
BLUE NOW
MY MAMA TOLD ME, YOU BETTER SHOP
AROUND (SHOP, SHOP)
DONT LET THE FIRST ONE GET YOU
(MORE)
THE MIRACLES
OH NO 'CAUSE I DONT WANT TO SEE
HER WITH YOU
UH HUH, BEFORE YOU LET HER HOLD YOU
TIGHT, AH YEAH MAKE SURE SHE'S
ALRIGHT
BEFORE YOU LET HER TAKE YOUR HAND
MY SON
UNDERSTAND MY SON, BE A MAN MY SON,
I KNOW YOU CAN MY SON, I LOVE YOU
(AH SHOP AROUND)

Smokey points a finger at the rival group as if taunting them. Chico Leverett sharply waves a hand at Smokey. Partygoers laugh and clap louder. Gwen with Harvey dangling on her arm is working the room.

GWEN
Hello, how are you?

GUEST #1
Hello, it's good to see you.

GWEN
This is Harvey Fuqua.
Everyone's attention turns to Smokey Robinson.

SMOKEY
I hear the Satintones want to
challenge the Miracles. Will
someone tell them please, that the
Miracles will be appearing on Dick
Clark's "American Bandstand" in a
few days!
Guests clap and cheer wildly.

SMOKEY (CONT'D)
(in his emcee voice)
Ladies and gentlemen, I give you
the Satintones performing their new
single GOING TO BE A FLOP
(laughing)... I'm sorry... I meant

GOING TO THE HOP.

Smokey gives fellow band member, Bobby a high five. Marvin sits at the piano playing softly and fully engrossed in his own thoughts. The Satintones perform in the background. Gwen and Harvey approach.

GWEN

Hello Marvin. Enjoying yourself?

MARVIN

Hello Gwen. This is nice... really nice.

HARVEY FUQUA

This is the real deal man! It doesn't get any bigger than this.

MARVIN

Yeah, real nice.

GWEN

That's going to be you, soon.

MARVIN

When? I'm tired of waiting.

GWEN

Okay... I am going to get my brother to hear you tonight.

MARVIN

Tonight... Uh... No... I'm sure that he is busy with all of his guests.

HARVEY FUQUA

Just one question... are you ready?

MARVIN

As ready as I'll ever be.

GWEN

Trust me then... I know that my brother is going to love you.

INT. HITSVILLE CONTROL ROOM - EVENING

Berry Gordy, Mickey Stevenson and Smokey Robinson are joking and laughing about the competition between the groups when Gwen enters.

GWEN

Hey guys, I hope I'm not interrupting your fun. Berry you might want to come check out Harvey's guy. He is a real talent, and I think you might like him.

BERRY

Gwen, my dear sister, It's a
party...our Christmas party!
(MORE)

BERRY (CONT'D)

Tonight is all about family,
friends, food, drinks, good music
and fun. We shouldn't be
auditioning anyone or doing
anything else.

GWEN

I do understand. However, if you
will just listen to me on
this...and go out there and listen to him...I don't think you will be disappointed at all!

BERRY

Oh, yeah?

GWEN

I'm serious Berry, he is wonderful!
He is out there on the piano.
Berry looks out at Marvin.

GWEN (CONT'D)

His name is Marvin Gaye, he's from Washington D.C. He used to sing in Harvey's group, but he's ready
to do his own thing. You really need to put him on your label. He wants to sign with you.

INT. HITSVILLE STUDIO

Berry goes into the studio and sits beside Marvin. Marvin stays focused on the piano keys.

MARVIN

Hello Mr. Gordy, it is so nice to
finally meet you.

BERRY

Well thank you Marvin. I see you
working those keys, but they tell
me you can sing too?

MARVIN

I try... I sing a bit... I guess.
Marvin continues to play without looking at Berry.

BERRY

I would love to hear you sing
something...right now.

MARVIN

Okay...Hmmm, let me think... what I
could sing for you?

BERRY

Just sing whatever you feel like
singing.

Marvin nods in agreement to the impromptu performance.

MARVIN

(working to appear
nonchalant)
Okay.

SONG: MR. SANDMAN (MARVIN GAYE)
MARVIN (CONT'D)

MR. SANDMAN, BRING ME A DREAM
(BUNG, BUNG, BUNG, BUNG)
MAKE HIM THE CUTEST THAT I'VE EVER
SEEN (BUNG, BUNG, BUNG, BUNG)
GIVE HIM TWO LIPS LIKE ROSES AND
CLOVER (BUNG, BUNG, BUNG, BUNG)
THEN TELL HIM THAT HIS LONESOME
NIGHTS ARE OVER
SANDMAN, I'M SO ALONE (BUNG, BUNG,
BUNG, BUNG)
DON'T HAVE NOBODY TO CALL MY OWN
(BUNG, BUNG, BUNG, BUNG)
PLEASE TURN ON YOUR MAGIC BEAM
MR. SANDMAN, BRING ME A DREAM
MR. SANDMAN, BRING ME A DREAM
MAKE HIM THE CUTEST THAT I'VE EVER
SEEN
GIVE HIM THE WORD THAT I'M NOT A
ROVER
THEN TELL HIM THAT HIS LONESOME
NIGHTS ARE OVER
SANDMAN, I'M SO ALONE
DON'T HAVE NOBODY TO CALL MY OWN
PLEASE TURN ON YOUR MAGIC BEAM
MR. SANDMAN, BRING ME A DREAM
MR. SANDMAN (YES) BRING US A DREAM
GIVE HIM A PAIR OF EYES WITH A
"COME-HITHER" GLEAM
GIVE HIM A LONELY HEART LIKE
PAGLIACCI
AND LOTS OF WAVY HAIR LIKE LIBERACE

MR. SANDMAN, SOMEONE TO HOLD
(SOMEONE TO HOLD)
WOULD BE SO PEACHY BEFORE WE'RE TOO
OLD

(MORE)
SO PLEASE TURN ON YOUR MAGIC BEAM
MR. SANDMAN, BRING US, PLEASE,
PLEASE, PLEASE

MR. SANDMAN, BRING US A DREAM

Marvin finishes his own rendition, a very soulful and jazzy version of "Mr. Sandman". Berry is excited and knows that he wants to work with Marvin, but decides to play it cool. Anna enters and observes from afar.

BERRY

Not bad, I like that. I really do.
You have something very special.

MARVIN

You really think so?

BERRY

Definitely.

MARVIN

What? What do you think it is?

Berry doesn't quite know yet how to express what he is feeling about Marvin and is tickled by his own loss for words.

BERRY

(Chuckles)

I can't talk about it now, but
maybe I'll tell you later.

INT. RECORDING STUDIO - AFTERNOON

SONG: PLEASE MR POSTMAN (THE MARVELETTES)

THE MARVELETTES

WAIT MISTER POSTMAN

OH YEAH

(IS THERE A LETTER IN YOUR BAG FOR ME) PLEASE, PLEASE MISTER POSTMAN (WHY'S
IT BEEN A VERY LONG TIME) OH YEAH

(SINCE I HEARD FROM THIS BOYFRIEND OF MINE)

THERE MUST BE SOME WORD TODAY

FROM MY BOYFRIEND SO FAR AWAY

PLEASE MISTER POSTMAN, LOOK AND SEE IS THERE A LETTER, A LETTER FOR ME I'VE
BEEN STANDIN' HERE WAITIN' MISTER POSTMAN

SO PATIENTLY, FOR JUST A CARD, OR JUST A LETTER

THE MARVELETTES

SAYIN' HE'S RETURNIN' HOME TO ME

PLEASE MISTER POSTMAN (MISTER

POSTMAN, LOOK AND SEE) OH YEAH

(IS THERE A LETTER IN YOUR BAG FOR
ME?) PLEASE PLEASE MISTER POSTMAN
(WHY'S IT BEEN A VERY LONG TIME) OH
YEAH
(SINCE I HEARD FROM THIS BOYFRIEND
OF MINE)
SO MANY DAYS YOU PASSED ME BY
YOU SAW THE TEARS STANDIN' IN MY
EYE
YOU WOULDN'T STOP TO MAKE ME FEEL
BETTER
BY LEAVIN' ME A CARD OR A LETTER
PLEASE MISTER POSTMAN LOOK AND SEE
(POSTMAN POSTMAN)
IS THERE A LETTER OH YEAH IN YOUR
BAG FOR ME? (POSTMAN POSTMAN)
YOU KNOW ITS BEEN SO LONG (POSTMAN
POSTMAN)
YES SINCE I HEARD FROM THIS
BOYFRIEND OF MINE (POSTMAN POSTMAN)
YOU BETTER WAIT A MINUTE, WAIT A
MINUTE
OH YOU BETTER WAIT A MINUTE
PLEASE PLEASE MISTER POSTMAN (WAIT
A MINUTE MISTER POSTMAN)
PLEASE CHECK AND SEE JUST ONE MORE
TIME FOR ME
YOU BETTER WAIT, WAIT A MINUTE
WAIT A MINUTE, WAIT A MINUTE, WAIT
A MINUTE
PLEASE MISTER POSTMAN
DELIVER DE LETTER THE SOONER DE
BETTER
WAIT A MINUTE, WAIT A MINUTE
WAIT A MINUTE, PLEASE MISTER
POSTMAN
WAIT A MINUTE, WAIT A MINUTE OH OH

Phones are ringing, deals are being made, new talent is being discovered. Marvin is on the drums in the studio rehearsing for an upcoming performance. Anna admires him from afar and is so deeply entranced that she completely ignores her assistant who is trying desperately to get her attention.

ANNA'S ASSISTANT
Miss Gordy... Miss Gordy... you
have an important call holding.

Anna's eyes are closed as she takes in the music. Her assistant taps her on the shoulder.

ANNA
(Startled)

Darling, please don't ever do that
again. You must never... ever
interrupt my focus.

ANNA'S ASSISTANT
Yes ma'am.

ANNA
Now be a dear and bring me coffee.

ANNA'S ASSISTANT
Absolutely ma'am.

PRODUCER
(to sound engineer)
Bring down the drums a bit and add
more vocals.

ENGINEER
(frustrated)
I would if I could... Marvin needs to
tone it down!

MARVIN
(sarcastically to sound engineer)
Look... Don't blame me because you
don't know what you're doing.

ENGINEER
I know what I'm doing!

MARVIN
I'm doing what I'm supposed to do.
You just need to do your damn job.

PRODUCER
Please, please... let's just get it
right!

ENGINEER
Bring it down Marvin or we'll be
finding a new drummer!

The band starts to play and now Marvin plays even louder. The entire band is laughing uncontrollably.
The sound engineer shakes his head then storms out of the studio.

INT. RECORDING STUDIO - LATER
At the end of the day, Anna is shuffling through papers at her desk. Marvin approaches and hands her a
paper rose.

ANNA
(angrily)
What is your problem?

MARVIN
What do you mean?

ANNA
There is a certain protocol that we follow in the studio. It's not a good idea to piss off the sound engineer.

MARVIN
He has too many rules. Open your eyes Marvin. Don't chew gum Marvin. No drinks in the sound booth Marvin. No talking...

ANNA
There are actually rules in this world and we all...

MARVIN
(interrupting)
Rules of this world don't apply when it comes to me.

ANNA
(taken aback)
Oh really?

MARVIN
Weak minded individuals conform and allow themselves to be controlled.

ANNA
(firmly)
If you plan on working here, you will follow my rules or...

MARVIN
(interrupting)
Enough about that. Can I please take you out?

ANNA
What?! Like I've said a million times before... NO- NO- NO- I don't date the help.

MARVIN
Damn your rules!

Marvin embraces Anna and passionately kisses her directly in the mouth, then leaves quickly and she is left stunned and disoriented by his bold move.

INT. GORDY SISTERS' APARTMENT - EVENING

Anna and her sisters Gwen, ESTHER and LOUCYE are laughing and talking.

GWEN

Girrrl did Anna tell you what
happened the other day?

ANNA

(blushing)

Shut up Gwen! I don't want to talk
about that!

GWEN

Girrrl, Marvin kissed Anna smack
dab in the mouth!

ESTHER

Did you kiss him back?

LOUCYE

Marvin? That tall drink of water
that plays drums at the studio?

GWEN

Yes girl... that's the one!

LOUCYE

He is so fine!

ESTHER

Isn't he a little young though?

LOUCYE

Nobody's worried about his age but
you Esther.

ESTHER

Sure are a lot of fringe benefits
when you work for Anna Records.

The sisters all begin to laugh and tease Anna. Loucye mimics Marvin trying to kiss her. Anna shoves her away. Gwen grabs her hand and starts kissing it. Anna snatches her hand away. Eventually Anna softens and begins to laugh at her sisters.

EXT. GORDY SISTERS' APARTMENT - MOMENTS LATER

Marvin is gathered with Harvey Fuqua and several friends outside of the Gordy Grocery Store which is located just below the Gordy sisters' apartment.

FRIEND #1

Yes! Smack dab in the mouth!

FRIEND #2

Man, yo' ass is gonna get fired!

FRIEND #3

Is that how y'all do it in DC? You
just go around kissing on your
bosses?

FRIEND #1

Yeah... but when Berry finds out
that you're kissing on his sister,
you're gonna get a Motown ass
whoopin'!

MARVIN

For her... I'll take it!

The men all laugh. Marvin snaps his fingers. Background singers chime in humming in harmony. Gwen
hears the singing and looks out of the window.

GWEN

Anna... Come here... Hurry!

Anna and her sisters rush to the window and look out to see Marvin with flowers in hand serenading
Anna. Neighbors are hanging from windows and gathering below, dancing and singing along.

SONG: YOU SEND ME

MARVIN

DARLING YOU SEND ME

I KNOW YOU SEND ME

DARLING YOU SEND ME

HONEST YOU DO, HONEST YOU DO

HONEST YOU DO, WHOA OH OH OH OH OH

YOU THRILL ME

MARVIN

I KNOW YOU, YOU, YOU THRILL ME

DARLING YOU, YOU, YOU, YOU THRILL

ME

HONEST YOU DO

AT FIRST I THOUGHT IT WAS

INFATUATION

BUT WOO, IT'S LASTED SO LONG

NOW I FIND MYSELF WANTING

TO MARRY YOU AND TAKE YOU HOME

WHOA OH OH OH OH OH

YOU, YOU, YOU, YOU SEND ME

I KNOW YOU SEND ME

I KNOW YOU SEND ME

HONEST YOU DO
WHOA-OH-OH, WHENEVER I'M WITH YOU
I KNOW, I KNOW, I KNOW WHEN I'M
NEAR YOU
MMM HMM, MMM HMM, HONEST YOU DO,
HONEST YOU DO
WHOA-OH-OH, I KNOW-OH-OH-OH
I KNOW, I KNOW, I KNOW, WHEN YOU
HOLD ME
WHOA-OH-OH-OH-OH, WHENEVER YOU KISS
ME
MMM HMM, MMM HMM, HONEST YOU DO
AT FIRST I THOUGHT IT WAS
INFATUATION
BUT WOO, IT'S LASTED SO LONG
NOW I FIND MYSELF WANTING
TO MARRY YOU AND TAKE YOU HOME
I KNOW, I KNOW, I KNOW, YOU SEND ME
I KNOW YOU SEND ME
WHOA-OH-OH-OH, YOU YOU YOU YOU SEND
ME
HONEST YOU DO

The scene is a complete spectacle and Anna is clearly embarrassed. Everyone in the neighborhood is egging them on as Marvin finishes the song.

NEIGHBOR #1
(yelling)
So, what are you going to do Anna?
An elderly neighbor chimes in.

NEIGHBOR #2
Honey, As fine as he is- if you
don't take him- I will!

ANNA
Not in a million years. I'm still
not impressed.
Anna slams the window and walks away.

NEIGHBOR #2
(to Marvin)
I'LL GO OUT WITH YOU BABY!

Anna and her sisters exit below to find Marvin still waiting and holding the flowers.

ANNA
(angrily)
Why are you still here?

A choreographed production numbers ensues. Anna's sisters join in with Marvin's background singers and dancers.

SONG: A STUBBORN KIND OF FELLOW (MARVIN GAYE)

MARVIN/NEIGHBORHOOD
AH SAY YEAH YEAH YEAH, SAY YEAH
YEAH YEAH
AH SAY YEAH YEAH YEAH, SAY YEAH
YEAH YEAH
I TRY TO PUT MY ARMS AROUND YOU
ALL BECAUSE I WANT TO HOLD YOU
TIGHT
(TO HOLD YOU TIGHT)
BUT EVERY TIME I REACH FOR YOU,
BABY
AND TRY TO KISS YOU, YOU'RE JUST
JUMPING OUT OF SIGHT
(OUT OF SIGHT)
OH, I'VE GOT NEWS FOR YOU
BABY, THAT I'VE MADE PLANS FOR TWO
I GUESS I'M JUST A STUBBORN KIND OF
FELLOW
GOT MY MIND MADE UP TO LOVE YOU
AH SAY YEAH YEAH YEAH, SAY YEAH
YEAH YEAH
I'M GONNA LOVE YOU
(GONNA LOVE YOU IN EVERY WAY)
IN EVERY WAY
(GONNA LOVE YOU IN EVERY WAY)
I'M GONNA LOVE YOU
(GONNA LOVE YOU IN EVERY WAY)
IN EVERY WAY
MARVIN/NEIGHBORHOOD
(GONNA LOVE YOU IN EVERY WAY)
WITH OTHER GIRLS I'VE WANTED
I'VE MADE IT JUST A MOMENT
WITH YOU I'LL SHARE EACH DAY
(I'LL STAY BY YOUR SIDE)
NOW I KNOW YOU'VE HEARD ABOUT ME
BAD THINGS ABOUT ME, BABY, PLEASE
LET ME EXPLAIN
(DON'T YOU LISTEN TO THAT JIVE)
OH, I HAVE KISSED A FEW
I TELL YOU, A FEW HAVE KISSED ME
TOO
I GUESS I'M JUST A STUBBORN KIND OF
FELLOW
GOT MY MIND MADE UP TO LOVE YOU
AH SAY YEAH YEAH YEAH, SAY YEAH

YEAH YEAH

Finally, Anna takes Marvin's hand.

INT. MARVIN & ANNA'S HOME - EVENING

Romantic music is playing. Marvin has prepared dinner for Anna. The lights are dim. The table is arranged.

ANNA

(surprised)

Oh my God! What is all of this?

MARVIN

Hey baby, you've been working so hard taking care of everything and everybody else. Tonight, I want to take care of you. Do you realize that we met two years ago today? Marvin hands her a glass of wine.

ANNA

No I'm sorry that I didn't, but it's so beautiful that you did. What smells so good?

MARVIN

I made all your favorites. He feeds her a forkful.

ANNA

Ummmm, this is so good!

Marvin grabs Anna by the hand, kisses it softly and guides her toward the sofa where he starts to remove her shoes.

He massages then starts to kiss her feet as he works his way up toward her thigh.

ANNA (CONT'D)

Mmmm... that feels so good. What's gotten into you?

MARVIN

You're what's gotten into me. I love you and I love making love to you.

ANNA

I love you too.

Anna pulls Marvin in toward her then starts to kiss his neck. She begins to unbutton her blouse when Marvin pulls back abruptly.

MARVIN
Wait, wait a minute...

ANNA
What's wrong?

Anna is kissing him all over.

MARVIN
I can't do this.

ANNA
Marvin, what the hell?
Marvin snickers.
ANNA (CONT'D)

What the hell is so funny Marvin?!

MARVIN
I got you good and hot!

ANNA
Yes... now finish what you've
started.

MARVIN
Just listen to me for a moment
baby.

ANNA
Okay... okay... I'm listening.

MARVIN
I am so in love with you. These
past two years with you have
changed my life Anna. I'm a better
man with you. You've challenged me
in ways that I didn't think
possible. I feel as though I can do anything when we are together.

ANNA
Oh Marvin, I don't know what to
say...
Marvin gets down on one knee and pulls out a beautiful diamond ring.

MARVIN
Say you'll marry me.

ANNA
(crying)
Oh my God! Yes... of course. I love
you so much. And I will NEVER stop

loving you.
MARVIN
I love you too baby. I love
everything about you.

SONG: PRIDE & JOY (MARVIN GAYE)
MARVIN (CONT'D)
YOU ARE MY PRIDE AND JOY
AND I JUST LOVE YOU, LITTLE DARLIN'
LIKE A BABY BOY LOVES HIS TOY
YOU'VE GOT KISSES SWEETER THAN
HONEY
AND I WORK EVERY DAY TO GIVE YOU
ALL I KNOW
AND THAT'S WHY YOU'RE MY PRIDE AND
JOY
AND I'M TELLIN' THE WORLD
YOU'RE MY PRIDE AND JOY
I BELIEVE I'M NO BABY BOY
BUT I KNOW YOU'RE MINE
MY PRIDE AND JOY
YEAH BABY, YEAH BABY
YOU, YOU ARE MY PRIDE AND JOY
AND A LOVE LIKE MINE, YEAH BABY
IS SOMETHING NOBODY CAN EVER
DESTROY
YOU PICK ME UP WHEN I'M DOWN
AND WHEN WE GO OUT, PRETTY BABY
YOU SHAKE UP THE WHOLE TOWN
MARVIN (CONT'D)
AND THAT'S WHY
I BELIEVE YOU'RE MY PRIDE AND JOY
MY PRIDE AND JOY
AND I LOVE YOU LIKE A BABY LOVES
HIS TOY
MY PRIDE AND JOY IN THE MORNING

Anna removes Marvin's robe.
INT. AUDITORIUM STAGE - EVENING

Marvin Gaye is on stage performing a medley of his hits. He
is accompanied by his band, background singers and dancers.

SONG: HITCHHIKE (MARVIN GAYE)
MARVIN
I'M GOIN' TO CHICAGO; THAT'S THE
LAST PLACE MY BABY STRAYED
(HITCH HIKE) HITCH HIKE (HITCH HIKE BABY)
I'M PACKIN' UP MY BAGS, GONNA LEAVE THIS OLD TOWN RIGHT AWAY
(HITCH HIKE) HITCH HIKE (HITCH HIKE BABY)

I'VE GOT TO FIND THAT GIRL IF I HAVE TO HITCH HIKE 'ROUND THE WORLD (HITCH
HIKE) HITCH HIKE
CHICAGO CITY LIMITS, THAT'S WHAT
THE SIGN ON THE HIGHWAY READ
(HITCH HIKE) HITCH HIKE (HITCH HIKE BABY)
I'M GONNA KEEP MOVIN TILL I GET TO
THAT STREET CORNER 6TH AND 3RD
(6TH AND 3RD, HITCH HIKE BABY)
HITCH HIKE, YEAH
I'VE GOT TO FIND THAT GIRL IF I HAVE TO HITCH HIKE 'ROUND THE WORLD (HITCH
HIKE) HITCH HIKE, BABY
HITCH HIKE (HITCH HIKE) NOW HITCH-A HIKE (HITCH HIKE BABY)
IT'S ALL RIGHT (HITCH HIKE) HITCH
HIKE JENNY (HITCH HIKE SUSAN)
HITCH HIKE (HITCH HIKE) HITCH HIKE
(HITCH HIKE DANCE)
YEAH, HITCH HIKE (HITCH HIKE) HITCH HIKE JENNY
I'M GOIN' TO ST. LOUIS, BUT MY NEXT STOP JUST MIGHT BE L.A.
(HITCH HIKE) NOW WHAT'D I SAY?

MARVIN (CONT'D)
GOT NO MONEY IN MY POCKET SO I'M
GONNA HAVE TO HITCH HIKE ALL THE
WAY
(ALL THE WAY) YEAH (HITCH HIKE
BABY)
I'VE GOT TO FIND THAT GIRL IF I
HAVE TO HITCH HIKE 'ROUND THE WORLD
(HITCH HIKE) NOW WHAT'D I SAY
COME ON, HITCH HIKE (HITCH HIKE
BABY)

MARVIN (CONT'D)
Ladies and gentleman, Miss Tammi
Terrell

Marvin's duet partner TAMMI TERRELL runs out onto the stage and hugs and kisses Marvin. She then
grabs the microphone and puts her arm around his waist.

TAMMI
I love you.
MARVIN

I love you too.

Marvin and Tammi flirt playfully with one another as they perform and Anna watches angrily from the
wings.

SONG: AINT NO MOUNTAIN HIGH ENOUGH
MARVIN/TAMMI

LISTEN BABY, AIN'T NO MOUNTAIN
HIGH,
AIN'T NO VALLEY LOW, AIN'T NO RIVER
WIDE ENOUGH BABY
IF YOU NEED ME CALL ME NO MATTER
WHERE YOU ARE
NO MATTER HOW FAR; DON'T WORRY BABY
JUST CALL MY NAME; I'LL BE THERE IN
A HURRY
YOU DON'T HAVE TO WORRY
OH BABY THERE AIN'T NO MOUNTAIN
HIGH ENOUGH
AIN'T NO VALLEY LOW ENOUGH
AIN'T NO RIVER WIDE ENOUGH
TO KEEP ME FROM GETTING TO YOU BABE
REMEMBER THE DAY I SET YOU FREE
I TOLD YOU YOU COULD ALWAYS COUNT
ON ME DARLING
FROM THAT DAY ON, I MADE A VOW
I'LL BE THERE WHEN YOU WANT ME
SOME WAY, SOME HOW
OH BABY THERE AIN'T NO MOUNTAIN
HIGH ENOUGH

MARVIN/TAMMI (CONT'D)
AIN'T NO VALLEY LOW ENOUGH
AIN'T NO RIVER WIDE ENOUGH
TO KEEP ME FROM GETTING TO YOU BABE
OH NO DARLING
NO WIND, NO RAIN
OR WINTERS COLD CAN STOP ME BABY,
NA NA BABY
'CAUSE YOU ARE MY GOAL
IF YOU'RE EVER IN TROUBLE
I'LL BE THERE ON THE DOUBLE
JUST SEND FOR ME, OH BABY, HA
MY LOVE IS ALIVE
WAY DOWN IN MY HEART
ALTHOUGH WE ARE MILES APART

Anna is ready to erupt when a reporter takes her photo and sticks a microphone in her face.

REPORTER
Is it true Anna? Is Tammi Terrell
sleeping with your husband?
Anna ignores the reporter and continues to watch the two on stage.

MARVIN/TAMMI
IF YOU EVER NEED A HELPING HAND

I'LL BE THERE ON THE DOUBLE
JUST AS FAST AS I CAN
DONT YOU KNOW THAT THERE
AINT NO MOUNTAIN HIGH ENOUGH
AINT NO VALLEY LOW ENOUGH
AINT NO RIVER WIDE ENOUGH
TO KEEP ME FROM GETTING TO YOU BABE
DONTCHA KNOW THAT THERE
AINT NO MOUNTAIN HIGH ENOUGH
AINT NO VALLEY LOW ENOUGH
AINT NO RIVER WIDE ENOUGH
AINT MOUNTAIN HIGH ENOUGH
AINT NO VALLEY LOW ENOUGH
INT. BACKSTAGE OF AUDITORIUM - MOMENTS LATER

Marvin pushes his way through a chaotic crowd where fans are asking for autographs. Reporters are snapping photos, asking for exclusive interviews and such. Fans are grabbing at Marvin and screaming as he struggles to get to his dressing room.

FAN #1
Mr. Gaye, may I have your
autograph?

Marvin tries to oblige her, but the woman opens her blouse, baring her chest for him to sign. Marvin grins and moves away quickly. Security guards are blocking the fans and reporters as they move Marvin through the crowd to his dressing room.

REPORTER
Mr. Gaye, may I speak with you for
just one moment?

FAN #2
Mr. Gaye, will you take a picture
with me?

REPORTER
Is it true Mr. Gaye? Are you and
Ms. Terrell having an affair?

INT. MARVIN'S DRESSING ROOM - CONTINUOUS
When Marvin arrives to his dressing room, Tammi is already there waiting for him. Marvin hugs her.

MARVIN
Great show!
Anna enters at that moment and startles them both. Marvin backs away from Tammi.
MARVIN (CONT'D)

Hey baby!
TAMMI
Hi Anna. Did you see the show?

Anna grabs a vase and hurls it at Marvin. He ducks and the vase shatters against the wall. Tammi jumps up.

TAMMI (CONT'D)

Anna... I...

ANNA

Get the hell out of here!

Tammi rushes out of the dressing room.

MARVIN

What in the hell is wrong with you?!

ANNA

What was that... on stage?

MARVIN

I was just giving the people what they want.

ANNA

Is Tammi Terrell what you want?

MARVIN

Woman, what in the hell are you talking about? Isn't this what you, Berry, Harvey and Maxine want me to do? That's the stage and we're actors! And that damned act is benefiting you.

ANNA

Don't tell me about performing... I'm Anna GORDY. I taught you! But now you are humiliating me... I'm the laughing stock...

Marvin grabs Anna by the arms.

MARVIN

Anna, you're worried about Tammi, but I come home to you. This is everything we wanted.

ANNA

Not everything...

MARVIN

What more do you want?

ANNA

I want to be happy Marvin. I want to spend time with you. I want to take romantic walks like we used to and just talk about nothing. And you know what I want more than anything?

MARVIN

What baby?

ANNA

I want to start a family. I need to
know that you're in this.

MARVIN

I am. Anything you want Anna. I want to give you any and everything you want. I love you.

Having just brought their newborn baby Marvin III home, Marvin is holding his son in his arms. They
pause for a moment before placing him into his crib.

ANNA

Welcome home Lil' Marvin... welcome
home.

MARVIN

Yeah, welcome home son. What a
miracle... Bone of my bone, flesh
of my flesh...

ANNA

He's perfect! So beautiful!

MARVIN

How could a father not love his own flesh and blood unconditionally? How is it even possible to not love
he that is created in my own image?
Marvin drifts away in thought for a moment.

ANNA

Just because someone expresses
their love differently, doesn't
mean it's not love, in some form.

MARVIN

Do you think he looks like me?
Anna can barely contain her joy. Marvin notices his son's foot dangling from beneath the blanket and
wraps it back around him.

ANNA

He does... he has your eyes and
hands... and look at those long
skinny fingers and those long
narrow feet of yours too.

Anna and Mavin start laughing loud enough to startle Marvin III from his peaceful sleep. Marvin looks at
his son.

MARVIN

You hear that? You're handsome just

like your daddy.

Anna shakes her head and laughs. Marvin chuckles at his own remarks as a grin forms on his face. Then Marvin raises the child toward his face and kisses him on the forehead.

Marvin returns his gaze on the baby's face and continues speaking to him.

ANNA

You're a Gaye and a Gordy; that's
royal stock son; yeah you come from
good stock - best there is... Don't
you ever forget that!

Marvin pauses for a moment in deep thought and then he looks deeply into Anna's eyes.

MARVIN

Thank you baby...
Anna is entranced.

ANNA

For what, baby?

MARVIN

For you... giving me you, your love
and our son. Our son is a precious
gift.

ANNA

No, thank you for...

He interrupts Anna.

MARVIN

Wait... let me finish. I know we've
had some ups and downs... but you
changed the course of my life... my
world... taught me to love... to
live. Thank you for that. I'm so
grateful for you... your
friendship... your inspiration.

Marvin gets choked up, but clears his throat and forces back the tears so he can complete his thoughts.

MARVIN (CONT'D)

When I'm on stage I'm performing,
but when I'm writing, creating my
music, I'm thinking of you and
talking to you. The words are real
and I mean every bit of it, you've
unleashed the words of my heart and
soul, freed a part of me once
chained by the pain of my childhood

and life. Thank you baby, thank
you.

Marvin speaks softly, but his words are intense and deliberate.

ANNA
I've never loved anyone the way I
love you... never.
Marvin gives Anna a long slow kiss on the lips.

MARVIN
I've been in love with you since
the moment I laid eyes on you,
girl.
Anna starts to laugh.

ANNA
I can't say it was mutual.

MARVIN
Awe girl you know you wanted me
too... tryin' to play hard to get
all those times.

ANNA
Yeah, I did...
They both laugh.

MARVIN
Now look, we're a mommy and a
daddy.

Playfully directing his attention to his son.

Marvin (CONT'D)
I'm going to teach you to play
football, basketball... maybe
he'll be a professional athlete
too.

Marvin does a little dance with his son, rocking and swaying gently as if carrying a football.

ANNA
Oh my goodness... Like his daddy,
right?

Anna rolls her eyes playfully and laughs.

MARVIN
Yeah! I'm very athletic... You

forget I tried out for the Detroit
Lions.

ANNA
The real question is did you make
the team?

MARVIN
I could have, but I decided to
pursue music instead.

ANNA
(Laughing)
Oh, that's why you never played a
single game?

MARVIN
I'm too pretty to be getting
knocked around on a football
field... Shoot.
Anna laughs even harder.

ANNA
That's right baby! Can't have those
big old men breaking up my baby's
sweet, sexy body.

Anna grabs Marvin around the waste and pulls him closer to her. Marvin is laughing as well. Then
Marvin looks at his son and grows serious in his tone.

MARVIN
Are you going to sing and play the
drums and piano like me, son?

ANNA
Oh no, another musician in the
family...

MARVIN
I went from getting knocked around
on the football field to getting
knocked around in the music
industry.

ANNA
Baby, let's not go there. Somehow
we'll get your songs produced and
the fans are going to love your
work.

Anna grows more serious. For a moment Marvin's disposition changes as he thinks to himself.

MARVIN

This world can be tough son and
even cruel to a strong black man.
But you're tough like your daddy
and where you fall short, God is
watching. God will protect you.

Marvin pauses for a long time as he gathers his thoughts. He closes his eyes, lifts his face toward the heavens and proceeds to pray for his son and family.

MARVIN (CONT'D)

Almighty God, thank you for my
family... my first born. I never
thought I could love so deeply, so
intensely, so unconditionally...
thank you! Thank you!

Marvin's words are spoken softly but with great emphasis and intensity. A single tear rolls down his cheek. Anna places her hand on his back again.

MARVIN (CONT'D)

I have not lived a perfect life,
nor have my forefathers; but I pray
that my sins and my father's sins
be not visited upon my son. Please
spare my son of the struggles and
strife I've known. Let not the
bridges I have burned hinder him on
his path. Let not the mistakes I
have made blemish his judgement or
his decisions. Please, protect,
guide and direct my son's thoughts,
deeds and words.

Marvin gently brings the child in to his chest, hugs and softly kisses him on the forehead.

MARVIN (CONT'D)

Lord, I know I'm not perfect, but I
promise I'll do the best I can.
With your help, I'll love my
family, protect them... and I will
teach my son all the good I know...
I will give him all that I have to
give. Please God... watch over my
son.

SONG: HIS EYE IS ON THE SPARROW (MARVIN GAYE)

MARVIN (CONT'D)

WHY SHOULD I FEEL DISCOURAGED, WHY

SHOULD THE SHADOWS COME
(MORE)

MARVIN (CONT'D)
WHY SHOULD MY HEART FEEL LONELY AND
LONG FOR HEAVEN AND HOME

Marvin half talks and sings at the same time to his son as he recalls the words of one of his favorite gospel hymns that his mother used to sing to him.

MARVIN (CONT'D)
WHEN JESUS IS MY PORTION, A
CONSTANT FRIEND IS HE
HIS EYE IS ON THE SPARROW AND I
KNOW HE WATCHES OVER ME

As the song builds, a CHOIR appears upstage of scrim.

INTERMISSION

ACT II

INT. MARVIN & ANNA'S HOME - EVENING

Marvin is working on a song while attempting to comfort his crying son. He is visibly frazzled and pacing to and fro. Anna enters and is in exceptionally high spirits.

ANNA
Hey there. My two favorite men in
the whole world!

MARVIN
Well I am glad to see that you
remember us.

ANNA
What in the world are you talking
about Marvin?

MARVIN
Anna... what... or better yet...
who had you so tied up that you
couldn't even take a moment to call
home?

ANNA
Marvin, you can't be serious?

MARVIN
Where the hell have you been all
day?

ANNA

I was out shopping for shoes...

MARVIN

Who were you with?

ANNA

My sister Gwen.

MARVIN

Sure you were.

ANNA

What the hell? Why are you asking
all these questions?

MARVIN

Mainly... to see if you would tell
the truth.

ANNA

Why would I have to lie? I don't
have anything to hide. Don't try to
play your little mind games with
me. You know full well that I am
not one of those little fake girls
that you can control. I am a real
woman Marvin.

MARVIN

Is that right? You're for real huh
baby?

ANNA

Yes baby... I'm for real...

Anna lifts up her skirt slightly revealing her underwear.

ANNA (CONT'D)

And you sir... can kiss my ass!

Marvin drops down and kisses her. He is amused and aroused by the exchange. They both hug and laugh,
then he leads her over to the piano. And the two create the song "Baby I'm For Real."

SONG: BABY I'M FOR REAL (MARVIN GAYE/ANNA GORDY GAYE)

MARVIN/ANNA

BABY, BABY

YOU DON'T UNDERSTAND

HOW MUCH I LOVE YOU BABY

AND HOW MUCH I WANNA BE YOUR ONLY

MAN, OH BABY
(MORE)

MARVIN/ANNA (CONT'D)
BABY, BABY, BABY
YOU DON'T HAVE TO GO
STAY A LITTLE WHILE LONGER BABY
I WANNA TALK TO YOU JUST A LITTLE
MORE
I SEE THE LITTLE TEARS IN YOUR EYES
ABOUT TO FALL
YOU ARE WONDERING IF I'M FOR REAL
BUT IF YOU CRY, I WONDER WHY YOU
CRY
I TELL YOU, KNOW WHY THIS IS HOW I
FEEL
BABY I'M FOR REAL
BABY I'M FOR REAL
BABY I'M FOR REAL
BUT IF YOU REALLY WANNA KNOW THE
TRUTH ABOUT IT
GIRL, I JUST CAN'T LIVE WITH OUT
YOU
AND THAT'S WHY I'M CONFESSING MY
LOVE TO YOU
SO THAT I CAN LIVE MY WHOLE LIFE
WITH YOU
BABY, BABY, BABY
DON'T LEAVE
NEVER, NEVER, NEVER, NEVER GONNA
LEAVE YOU BABY
INT. HAMPDEN-SYDNEY COLLEGE - EVENING

EMCEE
Ladies and gentlemen let's give a
round of applause for Motown's
magnificent duo, Marvin Gaye and
Miss Tammi Terrell.

The audience erupts. Tammi graces the stage wearing a
beautiful white gown that gently drags the floor behind her. Marvin quickly follows behind Tammi in a
perfectly tailored white tuxedo. Marvin grabs Tammi by the hand and spins her around.

MARVIN
Good evening ladies and gentlemen,
doesn't she look beautiful tonight?

TAMMI
(Flirtatiously)

You don't look so bad yourself.
Tammi brushes up against Marvin.

TAMMI (CONT'D)

This is one of our most recent
songs. It was written by the
incomparable Nickolas Ashford and
his lovely wife, Valerie Simpson.

When I first heard it, I was
totally captivated because the
words captured the emotions of my
heart. I hope it will do the same
for you. Are you ready?

MARVIN

Yeah...

SONG: YOUR PRECIOUS LOVE (MARVIN GAYE & TAMMI TERRELL)

MARVIN/TAMMI

OOH, EVERYDAY, THERE'S SOMETHING
NEW (OH, BABY)

HONEY, TO KEEP ME LOVING YOU (OH,
HONEY)

AND WITH EVERY PASSING MINUTE
OH BABY, SO MUCH JOY WRAPPED UP IN
IT (SUGAR)

OH, HEAVEN MUST HAVE SENT YOU FROM
ABOVE

OH, HEAVEN MUST HAVE SENT YOUR
PRECIOUS LOVE

OH, AND NOW, I'VE GOT A SONG TO
SING

TELLIN' THE WORLD ABOUT THE JOY YOU
BRING (SWEETHEART)

AND YOU GAVE ME REASON FOR LIVING
AND OOH, YOU TAUGHT ME

YOU TAUGHT ME THE MEANING OF GIVING
OH-OH, HEAVEN MUST HAVE SENT YOU
FROM ABOVE

OH, HEAVEN MUST HAVE SENT YOUR
PRECIOUS LOVE, OH

TO FIND A LOVE LIKE YOURS IS RARE
THESE DAYS

'CAUSE YOU'VE SHOWN ME WHAT
HAPPINESS IS IN SO MANY WAYS
I LOOK IN THE MIRROR AND I'M GLAD
TO SEE

LAUGHTER IN THE EYES WHERE TEARS
USED TO BE

WHAT YOU'VE GIVEN ME I COULD NEVER
RETURN (BABY)
'CAUSE THERE'S SO MUCH, GIRL, I'VE
YET TO LEARN
AND I WANT TO SHOW MY APPRECIATION
'CAUSE WHEN I FOUND YOU
I FOUND A NEW INSPIRATION
(MORE)

MARVIN/TAMMI (CONT'D)
OH-OH, HEAVEN MUST HAVE SENT YOU
FROM ABOVE
OH, HEAVEN MUST HAVE SENT YOUR
PRECIOUS LOVE, OH
OH-OH, HEAVEN MUST HAVE SENT YOU
FROM ABOVE
OH, HEAVEN MUST HAVE SENT YOUR
PRECIOUS LOVE, OH

The duo is joined on stage by background singers and dancers.

TAMMI
How many of you have had a taste of
the real thing and could never go
back to an imitation?

MARVIN
How many of you have experienced
real love? Once you've had it,
nothing else will do... Ain't that
right?

Tammi walks over and places her arm around Marvin, then gently kisses him on the lips and gazes into his eyes.

TAMMI
That's right, ain't nothin' like
the real thing... is it?
Tammi fans herself, bats her eye lashes flirtatiously and takes a deep breath as if overly excited. Tammi hugs Marvin and gently kisses him, this time on the cheek, and lays her head on his chest for a moment.
Tammi and Marvin change the rhythm of their dance to harmonize with the slower melody.

MARVIN
No... nothing... and I do mean
nothing.

SONG: AIN'T NOTHING LIKE THE REAL THING (MARVIN GAYE & TAMMI TERRELL)
MARVIN/TAMMI
OOH, BABY

AIN'T NOTHING LIKE THE REAL THING,
BABY
AIN'T NOTHING LIKE THE REAL THING
NO, NO, AIN'T NOTHING LIKE THE REAL
THING, BABY
AIN'T NOTHING LIKE THE REAL THING
OH HONEY, I GOT YOUR PICTURE
HANGIN' ON THE WALL
(MORE)

MARVIN/TAMMI (CONT'D)
BUT IT CAN'T SEE OR COME TO ME WHEN I CALL YOUR NAME
I REALIZE IT'S JUST A PICTURE
INSIDE A FRAME
OOH, I READ YOUR LETTERS WHEN
YOU'RE NOT NEAR ME
BUT THEY DON'T MOVE ME, AND THEY
DON'T GROOVE ME LIKE WHEN I HEAR
YOUR SWEET VOICE WHISPERING IN MY
EAR
DON'CHA KNOW, AIN'T NOTHING LIKE
THE REAL THING, BABY
AIN'T NOTHING LIKE THE REAL THING
I PLAYED MY GAME, A FANTASY
I PRETEND, BUT I KNOW IN REALITY
I NEED THE SHELTER OF YOUR ARMS TO
COMFORT ME
NO OTHER SOUND IS QUITE THE SAME AS YOUR NAME
NO TOUCH CAN DO HALF AS MUCH TO
MAKE ME FEEL BETTER
SO, LET'S STAY TOGETHER
I GOT SOME MEMORIES TO LOOK BACK ON AND THOUGH THEY HELP ME WHEN YOU'RE
GONE
I'M WELL AWARE NOTHIN' CAN TAKE THE PLACE OF YOUR BEING THERE
OH, SO GLAD WE GOT THE REAL THING,
BABY
SO GLAD WE GOT THE REAL THING
OH, MARVIN, SO GOOD, AIN'T NOTHING
LIKE THE REAL THING, BABY, SO GOOD
AIN'T NOTHING LIKE THE REAL THING
TALK TO ME, AIN'T NOTHING LIKE THE
REAL THING, BABY, OH I'M SO GLAD

Suddenly, Tammi stops singing and begins to sway as if losing her balance. She stumbles and grabs her head as her eyes roll back. Marvin reaches for her hand and tries to carry the song, but Tammi abruptly collapses into his arms. Marvin catches her, breaking her fall. Simultaneously, their microphones fall to the floor and the piercing sound of feedback is heard.

MARVIN

Call an ambulance, please! Tammi!
Tammi!

Marvin tries to awaken Tammi, but she is unresponsive.

MARVIN (CONT'D)
Someone please... call a doctor!
Tammi... Tammi... Someone please!
Hurry... Please... Please!

Marvin lifts Tammi into his arms and rushes off stage.

INT. MARVIN & ANNA'S HOME - EVENING

A visibly depressed Marvin is stretched out on the sofa motionless. Anna enters the room carrying a black tuxedo and sits beside him.

ANNA
Hey baby, I picked up your suit for the show? Our flight leaves on Wednesday at 10:00 am and we'll be staying at the Waldorf Astoria... Can you believe it... the show is sold out and they are thinking about adding another one.

Marvin barely acknowledges Anna, but he shrugs his shoulders and tilts his head slightly.

MARVIN
Is that all you think about? My
career?

ANNA
No, but you haven't performed for a while and your fans have been
waiting...

MARVIN
It's not the same out there without her. I can't get the image of her falling into my arms out of my head
and I... I don't want to do this anymore without her...

ANNA
Are you... Are you... in love with
her?

MARVIN
Baby she's my friend! I care about
her!

ANNA

(Growing indignant)
I said are you in love with her?

MARVIN
She's dying and all you can think
about is yourself!

Anna looks away and falls into deep thought for moment. When she looks back, tears are streaming down Marvin's face.

ANNA

I know things don't look good right
now, but you can't just give up...
You've been dragging around here
for months and...

MARVIN

And what? You want me to go on
performing like nothing ever
happened? Did you hear me? There's
nothing they can do for her! She's
dying! I understand that I have to
live with that, but I don't have to
like it.

ANNA

You're right, you have to live with
that and living with it means
continuing on with your life,
family and career... You can't keep
ignoring us and missing concerts...

MARVIN

Anna, not now, please not now... I
just can't do this with you right
now... not now...

ANNA

But...

MARVIN

Tammi made it fun and joyful going
out on that stage night after
night... I just don't think I can
do it without her...

ANNA

Her? Without her? What about your
family... Me... Your son? What
about us? There was a time when
this was all about us Marvin!

MARVIN

Anna, not now!

ANNA

I have accepted the fact that I

come second... but I assumed that
your first love, was music.

MARVIN
Anna, please... not now.

ANNA
Music has always been your passion.
It's what you were put on this
earth to do. So forgive me for
asking but I need to know... do you
love Tammi more than you love
music?

MARVIN
(Firmly)
That's what you're not
understanding Anna. Music and Tammi
are one in the same. I am not in
love with Tammi! I am in love with
the music that we make.
Anna clears her throat.

ANNA
Well you have a show in a few days
and Berry expects you to be
there... and your contract with
Motown requires you to be there.
Or...

MARVIN
Or what? What?
Anna stares at Marvin intently, shakes her head and then stands.

MARVIN (CONT'D)
What's he going to do Anna... fire
me?

Anna throws the tuxedo at him then exits.

INT. APOLLO THEATRE, NEW YORK - EVENING

Marvin Gaye is on stage dressed in a black tuxedo holding a microphone when he looks out into the audience and notices Tammi Terrell seated in a wheelchair with a decorative head wrap on to camouflage the bandages from multiple surgeries. She looks very frail, thin and sickly. Marvin brings both his hands to his mouth to contain his pain, excitement and joy as he appears to fight back tears. After taking a moment to contain himself, he walks to the edge of the stage.

MARVIN
Tammi, Tammi baby... What a
surprise! How you doin' baby?

Tammi smiles, nods her head and blows a kiss toward Marvin.

MARVIN (CONT'D)

(Speaking softly and
deliberately)

Everyone... look who's here, Ms.
Tammi Terrell! She's been a little
under the weather lately, but we
want you to know we've been praying
for you baby. We miss you deeply.

Doesn't she look radiant...
absolutely radiant! Let's hear it
for Ms. Tammi Terrell!

Marvin further encourages the audience.

MARVIN (CONT'D)

Come on we can do better than that!
Let's show Tammi how much we really
love her and miss her.

Tammi waves and blows kisses toward the audience. Marvin leaves the stage and walks into the audience
toward Tammi as the spot light follows.

MARVIN (CONT'D)

Excuse me everyone, but I'm going
to do something off script and
change up the show a bit. Is that
okay?

Audience cheers wildly.

MARVIN (CONT'D)

Tammi, baby I have missed you so
much. It's not the same up there
without you. I need you to get
better soon and come on back girl,
okay?

Tammi nods yes.

MARVIN (CONT'D)

One thing I know about Tammi is she
loves to sing and perform more than
anyone I know. So I would be
honored if you'd do me a favor and
sing this next song with me. Will
you do that for me baby? You
feelin' up to it?

Tammi is beaming with joy as a bright smile forms on her face.

TAMMI

For you... Anything!

MARVIN

(To the audience)

What do you all think? Who wants to
hear a song from Tammi?
The audience cheers and chants her name.

AUDIENCE

Tammi! Tammi! Tammi!

TAMMI

(Bowing her head)

Thank you! Thank you so much!

MARVIN

Only if you feel up to it, baby.

TAMMI

(Smiling)

Okay...

The spot light is on both Tammi and Marvin. The introduction to "You're All I Need to Get Bye" is heard as Tammi slowly and wobbly rises to her feet from the wheelchair. Marvin affectionately reaches for her hand and places an arm around her frail body to help lift her from the chair and secure her from falling.

MARVIN

You know I love you...

TAMMI

I love you more...

Marvin gently kisses Tammi on the lips and places the mic toward her mouth then pulls her closer to him.

MARVIN

Baby, you are so beautiful. All
that you have been through... and
you're still the most beautiful
woman in the room. I've missed you
so much.

Marvin chokes up a little, but grabs hold of himself and regains control. Tammi is beaming with excitement.

TAMMI

(Clearing her throat)

I've missed you too, baby...

MARVIN

You sure you're up to this?

TAMMI

(Glowing)

Yeah, I would love to!

MARVIN

Although you're singing with me,

I'm dedicating this one to you...

It captures so many of the words I
want to say right now. Is that
okay?

TAMMI

(Beaming with joy)

Of course...

MARVIN

(With tears streaming down
his cheeks)

LIKE THE SWEET MORNING DEW, I TOOK
ONE LOOK AT YOU,
AND IT WAS PLAIN TO SEE, YOU WERE
MY DESTINY.

TAMMI

(Wiping the tears from
Marvin's cheeks and
smiling)

WITH MY ARMS OPEN WIDE,

I THREW AWAY MY PRIDE

I'LL SACRIFICE FOR YOU

DEDICATE MY LIFE FOR YOU

MARVIN/TAMMI

I WILL GO WHERE YOU LEAD

ALWAYS THERE IN TIME OF NEED

AND WHEN I LOSE MY WILL

YOU'LL BE THERE TO PUSH ME UP THE
HILL

THERE'S NO, NO LOOKING BACK FOR US

WE GOT LOVE SURE 'NOUGH, THAT'S
ENOUGH

YOU'RE ALL, YOU'RE ALL I NEED TO
GET BY.

YOU'RE ALL I NEED TO GET BY.

LIKE AN EAGLE PROTECTS HIS NEST,
FOR YOU I'LL DO MY BEST,

MARVIN/TAMMI (CONT'D)

STAND BY YOU LIKE A TREE, DARE

ANYBODY TO TRY AND MOVE ME
DARLING IN YOU I FOUND
STRENGTH WHERE I WAS TORN DOWN
DON'T KNOW WHAT'S IN STORE BUT
TOGETHER WE CAN OPEN ANY DOOR
JUST TO DO WHAT'S GOOD FOR YOU AND
INSPIRE YOU A LITTLE HIGHER
I KNOW YOU CAN MAKE A MAN OUT OF A
SOUL THAT DIDN'T HAVE A GOAL
CAUSE WE, WE GOT THE RIGHT
FOUNDATION AND WITH LOVE AND
DETERMINATION
YOU'RE ALL I WANT TO STRIVE FOR AND
DO A LITTLE MORE
ALL, ALL THE JOYS UNDER THE SUN
WRAPPED UP INTO ONE
BACKGROUND SINGERS
(YOU'RE ALL I NEED)
(YOU'RE ALL I NEED)
(YOU'RE ALL I NEED TO GET BY)

As the song comes to a close, Marvin helps Tammi return to her seat in the wheelchair. The entire audience is on their feet, clapping and cheering so loudly that Marvin's voice is barely audible.

MARVIN
(To Tammi)

Thank you! Thank you baby!

MARVIN (CONT'D)
(To the audience)

Ladies and gentlemen, lets hear it
one more time for the beautiful,
illustrious and talented Ms. Tammi
Terrell.

Marvin composes himself as the spot light follows him on his return to the stage. Anna can be seen watching from the wings.

INT. MARVIN'S DRESSING ROOM - EVENING

Marvin is seated in a chair nursing a glass of liquor. He takes a sip and swallows deeply and frowns indicating how strong the drink is. He grabs his head in agony and cries out.

MARVIN

God please, please God... Where are
you?

MARVIN (CONT'D)

I know that I have lived an
imperfect life, but Tammi is good.

She's a good soul... Why are you
letting this happen to her...
Why?!!

Marvin falls to his knees and begins to weep uncontrollably.

MARVIN (CONT'D)
Oh God! Where are you? Please let
this pass her. Let this pass!

INT. JUST OUTSIDE OF MARVIN'S DRESSING ROOM - EVENING
Anna is pushing Tammi in her wheelchair to Marvin's dressing room for a visit. As they approach Anna
hears Marvin's plea.

MARVIN
Take me... Take me... Please...
Please! She doesn't deserve this...
Anna turns to Tammi.

ANNA
Tammi, I'm sorry but this doesn't
seem to be a good time.

TAMMI
Okay, I understand. But please tell
Marvin that I'll see him soon.

ANNA
I will...

Tammi pauses and reaches for Anna's hand.

TAMMI
Anna, thank you!

ANNA
Thank you Tammi for...

TAMMI
No... please... this night meant
the world to me. Marvin was so
surprised. Thank you so much for
arranging everything. And as
promised... this will be our
secret.

The ladies embrace.

TAMMI (CONT'D)
He is very lucky to have you.

A screen appears and a montage of authentic Marvin Gaye and Tammi Terrell footage plays along with news reports announcing the death of the Motown star.

INT. MARVIN & ANNA'S HOME - DAY

Marvin and his brother Frankie are seated in Marvin's living room watching the news and talking. Frankie has recently returned home from the Vietnam war and is still wearing his uniform.

FRANKIE

How you holding up, man. I'm so
sorry to hear about Tammi.

MARVIN

I'm okay... You know...

FRANKIE

You two were incredible on that
stage. People all around the world
loved you guys. I would puff out my
chest and brag about you... Shoot
that's my big brother.

Marvin half smiles and shakes his head at the thought.

FRANKIE (CONT'D)

Helped me with the women too...
They would say, "He's so cute, he's
so fine! Can I get an autographed
picture of him?" And I would say,
you sure can. Meet me for dinner
later and I'll bring it when I
come.

Marvin's smile widens as he reaches for the glass of liquor on the table next to him.

MARVIN

That sounds just like you too man.

FRANKIE

I ain't lying, shoot. With your
name and my looks, I can get all
the women.
Marvin laughs.

MARVIN

Man, what about you? God, it's good to have you home. I was worried about you. Reading your letters,
man... I don't know how you did it...

Both Marvin and Frankie's tones grow more serious.

FRANKIE

Neither do I, man. The things I
experienced are unimaginable. Man

ain't supposed to live like that...
act like that...

MARVIN

I tried to read every one of your
letters but they were so
terrifying... the depth of the
horror you described... How can
anyone survive that and not loose
their mind?

A teary eyed Frankie grabs his drink from the nearby table and takes a long deep swig of the alcohol and
looks Marvin directly in the eyes.

FRANKIE

I don't know that I didn't lose my
mind.

Marvin hugs Frankie.

MARVIN

What troubles me to my core is that while black men were in Vietnam risking life and limb for this
country, this same country wouldn't allow black people to eat at
certain lunch counters, drink from water fountains or go to schools in white neighborhoods.

FRANKIE

Not to mention, being beat by those sworn to protect us... just for being black.

MARVIN

Man, I've played at joints where the klan was protesting outside. The blacks were all in the balcony while
whites had the premium seats.

MARVIN (CONT'D)

But for that moment, all this
racial shit didn't matter. Folks
just wanted to party and dance and
enjoy themselves. You know?

FRANKIE

Man, somethin' bout the music that
tames the heart, brings people
together... That's powerful man.
You can't waste that. God gave you
a voice. And you've got to be
careful and deliberate about what
you say with it.

MARVIN

Man, I've been in my own war with
the record industry. They don't
understand my music... the words I

need to speak. It's one rejection
after another when I try to
introduce my original work.

FRANKIE

Anna told me you stopped
performing.

MARVIN

I just can't do it anymore, man.
Can't do it.

FRANKIE

Is this about Tammi?

MARVIN

Her and everything that's happening
in the world has made me realize
that I have to be true to me... I
can't sing what I don't feel. I
need to mean it. When I was on the
stage with Tammi, I meant what I
was saying, you know?

FRANKIE

God gave you something special and
you can't just bury it.

A news report about the debate over sending more troops to Vietnam captures their attention. Then
there's another report about an oil spill in the Atlantic Ocean and the impact on the environment. Then the
report flows into a story about students protesting on a college campus.

MARVIN

They have a way of silencing you.
They won't allow me to sing about
the things I'm passionate about.

FRANKIE

Never go to war if you're afraid of
death...

MARVIN

I don't follow...

FRANKIE

You said you were in a war in the
music industry, right?

MARVIN

Yeah, but...

FRANKIE

What's the worst that can happen if
you insist on doing your own music?

MARVIN

They'll silence me.

FRANKIE

They're already doing that.

MARVIN

They bind you with contracts.

FRANKIE

Don't you see what's going on. They
won't let you sing your songs
because they know how powerful
words are. You have the power to
unite and divide people; break and
heal hearts; arouse anger and break
spirits...

MARVIN

That's true... During my first
white show, man I was scared to
death. Those white girls jumped up
on stage and grabbed hold of me and
started dancing with me... I
thought for sure I was a dead
man...

FRANKIE

Let me tell you somethin'. The Viet Cong would play messages to us while we were on missions to break
us... Imagine being in the middle of the jungle... it's pitch black, you're hungry, cold, scared and tired and
all you can hear is "give up, you're going to die, you've lost the war..." over and over for days, weeks and
months... Thought I'd go insane... think I did a few times... Anyway, they were using the words as mental
warfare. Through repetition we learn and believe... music works the same way! But use it for good man...
for God...

Marvin nods in agreement.

FRANKIE (CONT'D)

Treat it like it's war, man. You're already on the battle field. It's too late to worry about dying now.
Marvin picks up and begins to read one of Frankie's letters.

SONG: WHAT'S HAPPENING BROTHER

FRANKIE/MARVIN
HEY BABY, WHAT'CHA KNOW GOOD
I'M JUST GETTIN' BACK, BUT YOU KNEW
I WOULD
WAR IS HELL, WHEN WILL IT END,
WHEN WILL PEOPLE START GETTIN'
TOGETHER AGAIN
ARE THINGS REALLY GETTIN' BETTER,
LIKE THE NEWSPAPER SAID
WHAT ELSE IS NEW MY FRIEND, BESIDES
WHAT I READ
CAN'T FIND NO WORK, CAN'T FIND NO
JOB MY FRIEND
MONEY IS TIGHTER THAN IT'S EVER
BEEN
SAY MAN, I JUST DON'T UNDERSTAND
WHAT'S GOING ON ACROSS THIS LAND
AH WHAT'S HAPPENING BROTHER,
AY, WHAT'S HAPPENING, WHAT'S
HAPPENING MY MAN
ARE THEY STILL GETTIN' DOWN WHERE
WE USED TO GO AND DANCE
WILL OUR BALL CLUB WIN THE PENNANT,
DO YOU THINK THEY HAVE A CHANCE
FRANKIE/MARVIN (CONT'D)
AND TELL ME FRIEND, HOW IN THE
WORLD HAVE YOU BEEN
TELL ME WHAT'S OUT AND I WANT TO
KNOW WHAT'S IN
WHAT'S THE DEAL MAN, WHAT'S
HAPPENING
WHAT'S HAPPENING BROTHER
WHAT'S HAPPENING BROTHER
AH WHAT'S HAPPENING BROTHER
WHAT'S HAPPENING MY MAN
AH WHAT'S HAPPENING BROTHER
SAY IT MAN!
WHAT'S HAPPENING BROTHER
WHAT'S BEEN SHAKEN UP AND DOWN THE
LINE
I WANT TO KNOW 'CAUSE I'M SLIGHTLY
BEHIND THE TIME

INT. HOTEL ROOM IN THE BAHAMAS - DAY / INT. MARVIN STUDIO - 21 DAY
Berry receives a phone call from Marvin while he is on vacation. Berry paces to and fro as he listens.

BERRY
(agitated)
Marvin, what the hell are you

saying to me? No... wait, let me
see if I have this right. You're
telling me that after your little
hiatus, you've suddenly had an
epiphany and now you want to risk
everything you've worked for?

MARVIN

No, I'm saying that I have to make
music that matters.

BERRY

But a protest album Marvin? You're not a politician. It's not your job to save the world. We spent years
creating hits, building and
crafting your image. And you've had wonderful success. I just don't see why you want to throw it all
away.

MARVIN

Look, I don't care about that. I just can't keep shaking my ass and singing love songs with everything
that's going on in the world.
(MORE)

MARVIN (CONT'D)

We're over there fighting a
senseless war in Vietnam while our
children are being brutalized by
police, right here in America.

BERRY

Yes, but is this really the answer
Marvin... your music?

MARVIN

It's my calling and my God-given
purpose to change the hearts of man
through His music. This is more
than something that I want to do;
it's something that I have to do.

BERRY

If you feel that strongly about it,
do what you feel led to do. You may
not change the world... but who
knows? Maybe you will.

INT. CONCERT VENUE - EVENING

A montage plays on screen depicting the current state of the world. A transformed Marvin Gaye emerges.
He is unshaven, and wearing a beanie as he sits at a piano.

SONG: WHAT'S GOING ON (MARVIN GAYE)

MARVIN

MOTHER, MOTHER

THERE'S TOO MANY OF YOU CRYING
BROTHER, BROTHER, BROTHER
THERE'S FAR TOO MANY OF YOU DYING
YOU KNOW WE'VE GOT TO FIND A WAY
TO BRING SOME LOVIN' HERE TODAY,
EHEH
FATHER, FATHER
WE DON'T NEED TO ESCALATE
YOU SEE, WAR IS NOT THE ANSWER
FOR ONLY LOVE CAN CONQUER HATE
YOU KNOW WE'VE GOT TO FIND A WAY
TO BRING SOME LOVIN' HERE TODAY, OH
OH OH
PICKET LINES AND PICKET SIGNS
DON'T PUNISH ME WITH BRUTALITY
TALK TO ME, SO YOU CAN SEE
OH, WHAT'S GOING ON
WHAT'S GOING ON
YEAH, WHAT'S GOING ON
AH, WHAT'S GOING ON
IN THE MEAN TIME
RIGHT ON, BABY
RIGHT ON BROTHER
RIGHT ON BABE
MOTHER, MOTHER, EVERYBODY THINKS
WE'RE WRONG
OH, BUT WHO ARE THEY TO JUDGE US
SIMPLY 'CAUSE OUR HAIR IS LONG
OH, YOU KNOW WE'VE GOT TO FIND A
WAY
TO BRING SOME UNDERSTANDING HERE
TODAY
OH OH OH
PICKET LINES AND PICKET SIGNS
DON'T PUNISH ME WITH BRUTALITY
C'MON TALK TO ME
SO YOU CAN SEE
WHAT'S GOING ON
YEAH, WHAT'S GOING ON
TELL ME WHAT'S GOING ON
I'LL TELL YOU WHAT'S GOING ON, OOH
OOO OOO OOO
RIGHT ON BABY
RIGHT ON BABY
SONG: MERCY MERCY ME (THE ECOLOGY)(MARVIN GAYE)
MARVIN (CONT'D)
WHOA, AH, MERCY MERCY ME
OH THINGS AIN'T WHAT THEY USED TO
BE, NO NO

WHERE DID ALL THE BLUE SKIES GO?
POISON IS THE WIND THAT BLOWS FROM
THE NORTH AND SOUTH AND EAST
WHOA MERCY, MERCY ME,
OH THINGS AIN'T WHAT THEY USED TO
BE, NO NO
OIL WASTED ON THE OCEANS AND UPON
OUR SEAS, FISH FULL OF MERCURY
AH, OH MERCY, MERCY ME
AH THINGS AIN'T WHAT THEY USED TO
BE, NO NO
RADIATION UNDER GROUND AND IN THE
SKY
ANIMALS AND BIRDS WHO LIVE NEARBY
ARE DYING
OH MERCY, MERCY ME
OH THINGS AIN'T WHAT THEY USED TO
BE
WHAT ABOUT THIS OVERCROWDED LAND
HOW MUCH MORE ABUSE FROM MAN CAN
SHE STAND?
OH, NO NO, NA, NA NA, NA
MY SWEET LORD, NA, NA, NA
MY LORD, MY SWEET LORD

SONG: INNER CITY BLUES (MARVIN GAYE)

MARVIN (CONT'D)
ROCKETS, MOON SHOTS
SPEND IT ON THE HAVE NOTS
MONEY, WE MAKE IT
FORE WE SEE IT YOU TAKE IT
OH, MAKE YOU WANNA HOLLER
THE WAY THEY DO MY LIFE
MAKE ME WANNA HOLLER
THE WAY THEY DO MY LIFE
THIS AIN'T LIVIN'
THIS AIN'T LIVIN'
NO, NO BABY, THIS AIN'T LIVIN'
NO, NO, NO
INFLATION NO CHANCE
TO INCREASE FINANCE
BILLS PILE UP SKY HIGH
SEND THAT BOY OFF TO DIE
MAKE ME WANNA HOLLER
THE WAY THEY DO MY LIFE
MAKE ME WANNA HOLLER
THE WAY THEY DO MY LIFE
HANG UPS, LET DOWNS

BAD BREAKS, SET BACKS
NATURAL FACT IS
I CAN'T PAY MY TAXES
OH, MAKE ME WANNA HOLLER
AND THROW UP BOTH MY HANDS
YEA, IT MAKES ME WANNA HOLLER
AND THROW UP BOTH MY HANDS
CRIME IS INCREASING
TRIGGER HAPPY POLICING
PANIC IS SPREADING
GOD KNOWS WHERE
WE'RE HEADING
OH, MAKE ME WANNA HOLLER
THEY DON'T UNDERSTAND
MAKE ME WANNA HOLLER
THEY DON'T UNDERSTAND

INT. MARVIN & ANNA'S HOME - DAY

Anna and Marvin are in a heated discussion about the move of Motown to California.

ANNA

Baby, this will be good for us.

MARVIN

Good for us... or good for your
brother and Motown?

ANNA

It'll be good for everyone. We're
not just making records, but movies
too.

MARVIN

Look, I'm not moving to California!

ANNA

Baby, please. It's where everything
is happening.

MARVIN

Look... I'm not moving to
California... It's expensive and
the people are too fake and phony
for my taste.

ANNA

There will be more opportunities
for us there.

MARVIN

People on the east coast understand
my music Anna.

ANNA

You're blowing up on the charts
everywhere! "What's Going On" has
taken the industry by storm and
they are begging for more... Berry
wants the world to hear the message
in your music Marvin. And Hollywood
Filmmakers want to use your music
in their films.

MARVIN

Really? When did Berry tell you
that?

ANNA

(Smiling)

When this was published.

Anna hands Marvin a magazine showing "What's Going On" at the top of the charts.

ANNA (CONT'D)

Marvin Gaye's "What's Going On" is
still No 1 on the R&B charts.

They're getting it... Getting
you... We have to go... our dreams
are coming true... everything we
have worked so hard for...

Marvin, I just want the best for
you and for our son.

Marvin pauses for a moment to collect his thoughts then smiles and grows excited.

MARVIN

Number one on the charts, and they
want more?

ANNA

Yes! Yes!

MARVIN

California... here we come!

The two embrace.

INT. THE SOUND FACTORY (WEST HOLLYWOOD, CA)

A choreographed interpretation of life in Los Angeles is performed.

SONG: TROUBLE MAN (CHORUS)
CHORUS
I COME UP HARD BABY, BUT NOW I'M
COOL
I DIDN'T MAKE IT SUGAR, PLAYIN' BY
THE RULES
I COME UP HARD BABY, BUT NOW I'M
FINE
I'M CHECKIN' TROUBLE SUGAR, MOVIN'
DOWN THE LINE
I COME UP HARD BABY, BUT THAT'S
OKAY
'CAUSE TROUBLE MAN, DON'T GET IN MY
WAY
I COME UP HARD BABY, I'VE BEEN FOR
REAL
GONNA KEEP MOVIN', GONNA GO TO TOWN
I COME UP HARD BABY, I'M GETTIN'
DOWN
THERE'S ONLY THREE THINGS THAT FOR
SURE
TAXES, DEATH AND TROUBLE
THIS I KNOW, BABY
THIS I KNOW, SUGAR
GIRL, I AIN'T GON' LET IT SWEAT ME,
BABY
GOT ME SINGIN'
YEAH , YEAH, WHOA
I COME UP HARD,

CHORUS (CONT'D)
I'VE HAD TO FIGHT
TAKE CARE OF MY BUSINESS,
WITH ALL MY MIGHT
I COME UP HARD, I HAD TO WIN
THEN START ALL OVER, AND WIN AGAIN
I COME UP HARD, BUT THAT'S OKAY
'CAUSE TROUBLE MAN
DON'T GET IN MY WAY
I KNOW SOME PLACES AND I'VE SEEN
SOME FACES
I'VE GOT GOOD CONNECTIONS THEY DIG
IN MY DIRECTIONS
WHAT PEOPLE SAY THAT'S OKAY
THEY DON'T BOTHER ME
READY TO MAKE IT, DON'T FOOL WITH
NO WOMEN
DONT CARE 'BOUT NO TROUBLE GOT
MYSELF TOGETHER

I FEEL A KIND OF PROTECTION IS ALL
AROUND ME
THIS I KNOW BABY
GIRL, I AIN'T GONNA LET IT SWEAT
ME, BABY
I COME UP HARD, BUT NOW I'M COOL
I DIDN'T MAKE IT SUGAR, PLAYIN' BY
THE RULES
I COME UP HARD BABY, BUT NOW I'M
FINE
I'M CHECKIN' TROUBLE SUGAR
MOVIN' DOWN THE LINE

Marvin appears disinterested until a strikingly beautiful young dancer approaches and performs a seductive dance solo. Marvin is now visibly excited and aroused.

SONG: LET'S GET IT ON (MARVIN GAYE)
MARVIN

I'VE BEEN REALLY TRYIN', BABY
TRYIN' TO HOLD BACK THIS FEELING
FOR SO LONG
AND IF YOU FEEL LIKE I FEEL, BABY
THEN, C'MON, OH, C'MON
LET'S GET IT ON
AH, BABY, LET'S GET IT ON
LET'S LOVE, BABY
LET'S GET IT ON, SUGAR
LET'S GET IT ON
WE'RE ALL SENSITIVE PEOPLE
WITH SO MUCH TO GIVE
UNDERSTAND ME, SUGAR
SINCE WE'VE GOT TO BE HERE
LET'S LIVE

MARVIN (CONT'D)
I LOVE YOU
THERE'S NOTHING WRONG WITH ME
LOVING YOU, BABY NO NO
AND GIVING YOURSELF TO ME CAN NEVER
BE WRONG
IF THE LOVE IS TRUE
DON'T YOU KNOW HOW SWEET AND
WONDERFUL LIFE CAN BE
I'M ASKING YOU BABY TO GET IT ON
WITH ME
I AIN'T GONNA WORRY
I AIN'T GONNA PUSH, WON'T PUSH YOU
BABY
SO C'MON, C'MON, C'MON, C'MON,

C'MON, BABY
STOP BEATIN' 'ROUND THE BUSH
LET'S GET IT ON
LET'S GET IT ON
YOU KNOW WHAT I'M TALKIN' 'BOUT
C'MON, BABY
LET YOUR LOVE COME OUT
IF YOU BELIEVE IN LOVE
LET'S GET IT ON
LET'S GET IT ON, BABY
THIS MINUTE, OH YEAH
LET'S GET IT ON
PLEASE, LET'S GET IT ON
I KNOW YOU KNOW WHAT I BEEN
DREAMIN' OF, DON'T YOU BABY?
MY WHOLE BODY MAKES THAT FEELIN' OF
LOVE, I'M HAPPY
I AIN'T GONNA WORRY, NO I AIN'T
GONNA PUSH
I WON'T PUSH YOU BABY, WOO
COME ON, COME ON, COME ON, COME ON
DARLING
STOP BEATIN' ROUND THE BUSH, HEY
OH, GONNA GET IT ON, THREATIN' YOU,
BABY
I WANNA GET IT ON
YOU DON'T HAVE TO WORRY THAT IT'S
WRONG
IF THE SPIRIT MOVES YOU
LET ME GROOVE YOU GOOD
LET YOUR LOVE COME DOWN
OH, GET IT ON, COME ON BABY
DO YOU KNOW THE MEANING?
I'VE BEEN SANCTIFIED, HEY HEY
GIRL, YOU GIVE ME GOOD FEELING
SO GOOD SOMETHIN' LIKE SANCTIFIED
OH DEAR I, BABY
NOTHING WRONG WITH LOVE

MARVIN (CONT'D)
IF YOU WANT TO LOVE ME JUST LET
YOUR SELF GO
OH BABY, LET'S GET IT ON

INT. MARVIN & ANNA'S HOME (LOS ANGELES, CA) - DAY
Anna enters the room wearing a sexy gown. She poses but Marvin doesn't notice her.

ANNA
Marvin.

MARVIN
Yes dear?

ANNA
Did you know that the word negligee derives from a french word that literally means "neglected"?
Marvin never looks up.

MARVIN
Really... that's fascinating dear.

Anna redirects. She is holding a magazine and a large envelope.

ANNA
Have you seen how "Let's Get It On"
is blowing up on all the charts?

Marvin finally looks up.

MARVIN
So... I've heard. Isn't that
exciting?

ANNA
Yes... of course. It's an extremely sexual song. And you know... I have been meaning to ask you. What
was your inspiration?

MARVIN
What do you mean?

ANNA
Well your new contract was based on this new sound you wanted to
create, a social voice speaking to
the people. But your direction
seems to have changed a bit.

MARVIN
I'll never stop singing about love,
you know that.

ANNA
Are you singing about love, my
darling husband... or are you
singing about the whores that
you're sleeping around with?

MARVIN
Woman... what are you talking
about?!

Marvin reaches to hug Anna, but she pulls away.

MARVIN (CONT'D)

What's wrong?

ANNA

Look at you... a masterpiece. The prince of Motown... The prince of soul they say. Polished to perfection. Just about everything you touch turns to gold lately...

MARVIN

What do you mean...

ANNA

The highest paid Motown artist ever... You've come quite a long way from that shy little boy from DC I met years ago.

MARVIN

Boy? Where are you going with this?

ANNA

You've feasted with kings and queens, worn the finest garments, dined at the best restaurants, lived in mansions and performed in venues that even white entertainers would give a limb to perform in... all of this... yet you opt to wallow among the trash.

MARVIN

What is wrong with you?

ANNA

Seems to me that you want your freedom from more than just Motown.

Anna looks away and pauses for a moment and then tosses the envelope she is holding onto the coffee table. The contents of the envelope spill onto the table, revealing photos of Jan and Marvin in compromising positions. Marvin looks shocked, embarrassed and then grows angry.

MARVIN

Where did you get those?

ANNA

Is she even legal?

MARVIN

Anna...

Marvin reaches for Anna but she blocks his advances.

ANNA

Look at you... truly a
masterpiece... desirable to women
around the world... commander of
every stage you grace... and poised
to set your own price with nearly
any record label. Are you proud of
yourself... your accomplishments?

MARVIN

Anna....

ANNA

Did you fall in love with this one
too?

MARVIN

Anna, I...

ANNA

(Interrupting Marvin)

No need to answer. I already know.
I know everything. How you met her,
the late nights in the studio, the
trips, the baby on the way...
Everything.

MARVIN

Will you listen for a moment...

ANNA

Yeah, a real masterpiece... Just
remember this. Those who recognize
great works of art never forget the
masterminds that created them.

MARVIN

(Indignant)

Created what... created me? Who
you... Berry? Ya'll didn't create
me! God created me!

ANNA

Get out of this house!

MARVIN

Huh?

ANNA

Get out!

MARVIN

Anna, no! That's just something on
the side baby. You're my wife...

ANNA

Get out!

MARVIN

Baby I love you! We always pull
through...

ANNA

Loving you was a mistake... you're
nothing but a liar... Get out!

Anna has already packed a suitcase for him which she angrily retrieves and throws out of the door.

MARVIN

Can we please talk?

ANNA

Enjoy your new life Marvin... I
intend to thoroughly enjoy mine!

The introduction to the song "I Heard It Through The Grapevine" is heard.

SONG: I HEARD IT THROUGH THE GRAPEVINE (CHORUS)

CHORUS

I BET YOU'RE WONDERIN' HOW I KNEW
'BOUT YOUR PLANS TO MAKE ME BLUE
WITH SOME OTHER GUY YOU KNEW BEFORE
BETWEEN THE TWO OF US GUYS
YOU KNOW I LOVED YOU MORE
IT TOOK ME BY SURPRISE I MUST SAY
WHEN I FOUND OUT YESTERDAY

CHORUS (CONT'D)

DON'T YOU KNOW THAT I HEARD IT
THROUGH THE GRAPEVINE
NOT MUCH LONGER WOULD YOU BE MINE
OH I HEARD IT THROUGH THE GRAPEVINE
OH I'M JUST ABOUT TO LOSE MY MIND
HONEY, HONEY YEAH
I HEARD IT THROUGH THE GRAPEVINE
NOT MUCH LONGER WOULD YOU BE MINE
BABY
I KNOW A MAN AIN'T SUPPOSED TO CRY
BUT THESE TEARS I CAN'T HOLD INSIDE

LOSIN' YOU WOULD END MY LIFE YOU
SEE
'CAUSE YOU MEAN THAT MUCH TO ME
YOU COULD HAVE TOLD ME YOURSELF
THAT YOU LOVED SOME ONE ELSE
INSTEAD I HEARD IT THROUGH THE
GRAPEVINE
NOT MUCH LONGER WOULD YOU BE MINE
OH, I HEARD IT THROUGH THE
GRAPEVINE
AND I'M JUST ABOUT TO LOSE MY MIND
HONEY, HONEY YEAH
I HEARD IT THROUGH THE GRAPEVINE
NOT MUCH LONGER WOULD YOU BE MINE,
BABY
PEOPLE SAY BELIEVE HALF OF WHAT YOU
SEE
SON AND NONE OF WHAT YOU HEAR
BUT I CAN'T HELP BUT BE CONFUSED
IF IT'S TRUE PLEASE TELL ME DEAR
DO YOU PLAN TO LET ME GO
FOR THE OTHER GUY YOU LOVED BEFORE?
DON'T YOU KNOW I HEARD IT THROUGH
THE GRAPEVINE
NOT MUCH LONGER WOULD YOU BE MINE,
BABY YEAH
I HEARD IT THROUGH THE GRAPEVINE
JUST ABOUT TO LOSE MY MIND
HONEY, HONEY, YEAH
I HEARD IT THROUGH THE GRAPEVINE,
NOT MUCH LONGER WOULD YOU BE MINE,
BABY YEAH
HONEY, HONEY, YEAH
I HEARD IT THROUGH THE GRAPEVINE,
NOT MUCH LONGER WOULD YOU BE MINE,
BABY YEAH YEAH
I HEARD IT THROUGH THE GRAPEVINE,
NOT MUCH LONGER WOULD YOU BE MINE,
BABY YEAH YEAH

INT. ANNA'S HOME (LOS ANGELES, CA)

The door bell rings and Anna goes to the door followed by her son. Marvin III runs out to greet his dad.

MARVIN III

Dad!

MARVIN

Hey, how's my boy?

MARVIN III

Good...

Marvin lifts his son in his arms and gives him a hug with a double-arm grip.

MARVIN

I've missed you son...

MARVIN III

I miss you too Dad...

MARVIN

You goin' hangin' with me?

MARVIN III

Yeah!

Anna looks past Marvin and notices someone waiting in the car. Marvin notices Anna staring at the car.

MARVIN

Hello Anna... You're lookin'
good...

Anna never looks at Marvin.

ANNA

Is that her?

MARVIN

That's Jan...

Anna continues to glare at the car with sheer disgust then turns and looks at Marvin.

ANNA

Now that I've seen it, don't ever
bring it back here again.

Anna kisses and hugs Marvin III then slams the door.

The introduction to the song "My Mistake" is heard. Marvin and Anna sing the song as a duet but in separate locations.

SONG: MY MISTAKE (WAS TO LOVE YOU) (MARVIN GAYE AND ANNA GORDY-GAYE)

MARVIN/ANNA

MY MISTAKE WAS TO LOVE YOU, GIRL

LOVE YOU, GIRL

MY MISTAKE WAS TO GIVE YOU ALL

TELL THE WORLD

FIRST I HAD YOU

IN THE PALM OF MY HAND

BUT I LET YOU SLIP THROUGH
LIKE RAIN TO SAND
AT THE BEGINNING
WHEN I DIDN'T CARE
LIKE MY OWN REFLECTION
YOU WERE ALWAYS THERE
MY MISTAKE WAS TO LOVE YOU, GIRL
LOVE YOU, GIRL
MY MISTAKE, BABY WAS TO GIVE YOU
ALL
TELL THE WORLD
YOU WERE SWEETER
THEN MY VERY OWN KIN
BUT WHAT DID I DO FOR YOU
NOT A THING
IN FRONT OF MY FRIENDS
YOU BROKE ME DOWN
SINCE THEN DARLING
IT'S HARD TO TRACK YOU DOWN
MY MISTAKE WAS TO LOVE YOU, BOY
LOVE YOU, BOY
MY MISTAKE WAS TO GIVE MY ALL
TELL THE WORLD
MANY A SMILE
YOU PUT ON MY FACE
BUT I PAID DEARLY
WITH THE TEARS I TASTE
MY TENDERNESS
MADE YOU COLD, NOT SWEET
'CAUSE IF A GIRL LOVES YOU
YOU ONLY CALL HER WEAK
MY MISTAKE WAS TO LOVE YOU, BOY
LOVE YOU, BOY(LOVE YOU GIRL)
MY MISTAKE WAS TO GIVE MY ALL
TELL THE WORLD
MY (MY, MY, MY) MISTAKE WAS TO LOVE
YOU, GIRL(LOVE YOU BOY)
LOVE YOU, GIRL(LOVE YOU BOY)

MARVIN/ANNA (CONT'D)
MY (MY, MY, MY) MISTAKE WAS TO GIVE
YOU ALL
TELL THE WORLD

INT. LAW OFFICE - CONFERENCE ROOM

Marvin and Anna are seated next to their opposing attorneys in a conference room. Both look agitated and angry. Neither looks at the other, but speak in whispers to their respective attorneys.

MARVIN'S ATTORNEY

Is your client aware that Mr. Gaye
has filed bankruptcy and owes back
taxes to the IRS?

ANNA'S ATTORNEY

Yes, we are aware... but we are
also aware that "What's Going On"
sold over two million copies and
most recently "I Want You" has
grossed in excess of one million
dollars.

MARVIN'S ATTORNEY

The money you want is simply not
there.

ANNA'S ATTORNEY

We are also aware of the lavish home with the swimming pool and horses your client has recently
purchased.

Marvin looks surprised that Anna knows about the home.

MARVIN'S ATTORNEY

Our best offer is \$50,000 for child
support and alimony.

Anna leans forward and looks at Marvin for the first time.

ANNA

Are you serious? You can't fool me
and hide your money by filing
bankruptcy. I know how much you've
earned.

Marvin gazes back at Anna angrily.

MARVIN

As you once said... you created a
masterpiece... and you taught me
well...

ANNA

Well, we will just let the courts
decide.

Anna quickly gets up and walks out the room trailed by her attorney.

INT. COURT ROOM - DAY

Anna and Marvin are standing on opposing sides of the room accompanied by their attorneys and listening to the judge speak.

JUDGE

Mr. Gaye, am I to understand that you are bankrupt and unable to pay Mrs. Gaye \$600,000 in alimony and child support?

MARVIN

That is correct your honor.

JUDGE

You've had a very successful career. What happen to all of your money?

MARVIN

Poor contractual agreements and investments, back taxes...

JUDGE

I understand. You're quite talented so I and the court do hereby declare that you will produce another album and all of the proceeds will go to Mrs. Gaye. Do I make myself clear?

MARVIN

Yes, your honor...

Marvin smirks at Anna.

JUDGE

This court is adjourned.

Marvin is seated at a piano working on the words to "When Did You Stop Loving Me, When Did I Stop Loving You," which is one of the songs for the album he has been ordered to produce for Anna.

MARVIN

Here my dear... How do you like that?

Marvin chuckles to himself.

MARVIN (CONT'D)

You'll get a real kick out of this one...

Marvin laughs louder and begins to sing.

MARVIN (CONT'D)

YOU KNOW, WHEN YOU SAY YOUR

MARRIAGE VOWS
THEY'RE SUPPOSED TO BE FOR REAL
I MEAN
IF YOU THINK BACK ABOUT WHAT YOU
REALLY SAID
YOU KNOW, ABOUT, HONOR AND LOVING
AND OBEYING 'TILL DEATH DO US PART
AND ALL
BUT IT SHOULDN'T BE THAT WAY, IT
SHOULD
IT SHOULD, IT SHOULDN'T BE LIES
BECAUSE IT TURNS OUT TO BE LIES
IF YOU DON'T HONOR WHAT YOU SAID,
YOU LIE TO GOD
THE WORDS SHOULD BE CHANGED
OOO NOW AS I RECALL, WE TRIED A
MILLION TIMES
AGAIN AND AGAIN AND AGAIN, AND THAT
ISN'T ALL
I GAVE MY LOVE TO YOU EACH TIME TO
MAKE AMENDS
SUDDENLY I START TO REALIZE I CAN'T
MAKE IT
PRETTY BIRDS FLY AWAY, I HAD TO
LEAVE YOU FOR MY HEALTH'S SAKE
WHAT TO DO? MAKE YOU PAY, FOR
LEAVING YOU, MY FINE, IS TO PAY
FOREVER
SO IF A FRESH NEW LOVE COMES IN, I
WON'T SAY THOSE WORDS AGAIN
INSTEAD I'LL SAY I'LL TRY TO LOVE
AND PROTECT YOU
WITH ALL MY HEART AS LONG AS YOU
WANT ME TO BABY
OOO IF I LOVE AGAIN I'M GONNA TRY A
NEW WAY THIS TIME
MEMORIES OF THE THINGS WE DID, SOME
WE'RE PROUD OF, SOME WE HID
SO WHEN TWO PEOPLE HAVE TO PART,
SOMETIMES IT MAKES THEM STRONGER
DO YOU REMEMBER ALL OF THE
BULLSHIT, BABY?
YOU SAY YOU LOVE ME WITH ALL YOUR
HEART
IF YOU EVER LOVED ME WILL ALL OF
YOUR HEART
YOU'D NEVER TAKE A MILLION DOLLARS
TO PART
I REALLY TRIED, YOU KNOW I TRIED,

OH BABY
ALTHOUGH WE TRIED, ALL OF THOSE
PROMISES WAS NOTHIN' BUT LIES
I REALLY TRIED, YOU KNOW HOW I
REALLY TRIED, WE REALLY LIED,
DIDN'T WE BABY?
AND ON TOP OF THAT YOU HAVE
SCANDALIZED MY NAME
WHAT I CAN'T UNDERSTAND IS IF YOU
LOVE ME
HOW COULD YOU TURN ME INTO THE
POLICE?
DIDN'T I LOVE YOU GOOD AND TRY TO
TAKE CARE OF YOU?
BEST THAT I COULD
YOU WERE SO DIVINE
AND YOUR LOVE WAS LIKE MELLOW WINE
PAINS OF LOVE, MILES OF TEARS,
ENOUGH TO LAST ME FOR MY LIFETIME
BROKEN HEARTS LAST FOR YEARS, SOON
BREAK AWAY TO THE NOONDAY SUNSHINE
ONE THING I CAN PROMISE, FRIEND,
I'LL NEVER BE BACK AGAIN
BUT I'M NOT REALLY BITTER BABE
I WISH YOU ALL THE LUCK AND ALL THE
LOVE IN THE WORLD
GOOD LOVE IN THE WORLD (GOOD LUCK
IN THE WORLD)
BUT I KNOW YOU'LL NEVER BE
SATISFIED
NO, YOU STILL WANT ME STANDIN' BY
YOUR SIDE
MEMORIES HAUNT YOU ALL THE TIME, I
WILL NEVER LEAVE YOUR MIND
GOT JUDGEMENT ON YOUR SIDE,
YOU'VE SAID BAD THINGS AND YOU'VE
LIED
STILL I REMEMBER SOME OF THE GOOD
THINGS BABY
LIKE LOVE AFTER DARK AND PICNICS IN
PARKS
THOSE ARE THE DAYS I'LL NOT FORGET
IN MY LIFE
I'D RATHER REMEMBER, REMEMBER THE
JOY WE SHARED BABE
I'D RATHER REMEMBER ALL THE FUN WE
HAD
ALL I EVER REALLY WANTED WAS TO
LOVE YOU AND TREAT YOU RIGHT

ALL WE DID WAS FUSS AND FIGHT
IT DON'T MATTER BABY, TAKE A LESSON
FROM THEM ALL
I NEVER THOUGHT I'D SEE THE DAY
WHEN YOU'D PUT ME THROUGH WHAT YOU
PUT ME THROUGH
YOU TRIED YOUR BEST, YOU SAY I GAVE
YOU NO REST
WHEN DID YOU STOP LOVING ME?
WHEN DID I STOP LOVING YOU?
WHEN DID YOU STOP LOVING ME?
WHEN DID I STOP LOVING YOU?
WHEN DID YOU STOP LOVING ME?
WHEN DID I STOP LOVING YOU?

INT. ANNA'S HOME (LOS ANGELES, CA)
Marvin arrives to pick up Marvin III. Anna is holding a copy of the album, "Here My Dear."

MARVIN III
Dad!

Marvin III jumps into his father's arms and they embrace for a long time.

MARVIN
Hey, there! How's my boy?

MARVIN III
Fine...

MARVIN
Hello Anna...

Anna does not respond to Marvin's greeting.

ANNA
(To Marvin III)
Honey, run to your room and grab
your bag...

Marvin III jumps from his dad's arms and races to his room.

MARVIN
You're looking good.

ANNA
Don't come in here trying to sweet
talk me! How could you?

MARVIN

What?

Anna begins to read the words on the back of an album cover.

ANNA

Memories of the things we did, some we're proud of, some we hid.

So when two people have to part,
sometimes it makes them stronger.

Do you remember all of the
bullshit, baby? If you ever loved
me with all your heart you'd never
take a million dollars to part.

Anna throws the album at Marvin.

ANNA (CONT'D)

You think you're so damned clever
don't you?

Marvin chuckles slightly.

ANNA (CONT'D)

We will see how amused you are when I sue your ass for invasion of privacy!

MARVIN

(Sarcastically)

What? Did I invade your privacy? I
didn't realize that. I'll have to
give it another listen...

ANNA

How far will you go to hurt me?

MARVIN

Hurt you? But you started this
Anna. I only gave you what you and
your attorneys demanded.

Marvin picks up the album and hands it back to Anna.

MARVIN (CONT'D)

So, hear my dear. Congratulations,
You win.

ANNA

Marvin, how could you stoop so low?

MARVIN

All is fair in love and war, baby.

Screen shows reports of songs including "Distant Lover", "After The Dance" and "I Want You" topping
the charts.

A choreographed enactment depicts Marvin and Jan's volatile marriage and subsequent divorce then
transitions into the reunion of Marvin with Anna.

INT. 1983 GRAMMY AWARDS

Grace Jones and Rick James are on stage reading the name of the 1983 Grammy winner for Best R&B Male Vocal.

RICK JAMES

This years Grammy award goes to...
Rick pauses long enough to open the envelope and participate in a bit of playful banter with Grace Jones.
Playfully, Rick James pauses again as the audience grows impatient.

RICK JAMES (CONT'D)

The only thing that I like...
Sexual Healing By Marvin Gaye.
Marvin blows kisses toward the cheering audience and greets Grace Jones with a kiss and embrace. He shakes hands with Rick James.

MARVIN

Thank you very kindly Ladies and gentlemen. I am not very much for speeches, Uuh... I'm not much of a public speaker... I always say that... I have waited a very long time - twenty some years to win an award like this...

Thank you ladies! My family, my friends, my children are out there: Bubbie and Nona are somewhere... Can you stand up Bubbie and Nona and say hello Dad quickly for us because we can't take a lot of time... we got to go...

Marvin looks around the room until he spots his children.

MARVIN (CONT'D)

There they are... out there...
He waves to his children.

MARVIN (CONT'D)

I love you baby. My mom... I love everybody... thank God... We love you... stay with us... we're gonna try to give you more... I love you!
The crowd is cheering and whistling as Marvin exits the stage.

INT. ANNA'S HOME (LOS ANGELES, CA)

The Grammy Marvin just won can be seen on the mantle. Anna and Marvin are seated together in a warm embrace on the sofa still elated about his Grammy win. Anna lays her head on Marvin's shoulder.

ANNA

You did it baby, you did it!

MARVIN
No, we did it.

ANNA
Those were your words... Your
music.

MARVIN
Baby, I could not have accomplished
any of this without you. Thank you
for all you've done... all that
you've sacrificed. You have loved
me with the purest of love. My life
has been so much more beautiful
because of you, my "mastermind".
They both laugh.

ANNA
You were so angry when I said
that... (Mimicking Marvin) "God
created me... God!"

Marvin laughs and shakes his head, growing more serious.

MARVIN
You are my mastermind... I mean
that.

Anna smiles.

ANNA
I was being hurtful...

MARVIN
I've wasted so much time. If I could go back, I'd undo all the hurt I've caused you... the women and
unkind words... I'm so sorry. I wish I could undo it all.

ANNA
Oh baby, I've hurt you too.

MARVIN
You know I'll always love you.

ANNA
And I have never stopped loving
you. You're the only man I've ever
loved. Let's agree to bury all the

pain we've both experienced and
live for today. We used to have so
much fun!

MARVIN
We knew how to party didn't we
baby?

ANNA
Yes... we were the party. We never
passed up a chance to dance!
They both laugh.

MARVIN
Why did we stop dancing Anna? When
did the music stop?
Anna pauses then stands and turns on music.

ANNA
Listen... I don't know about you,
but I still have a few moves. Get
up old man and dance with me.
"Sexual Healing" plays in the background.
Marvin affectionately stares at Anna as she dances. She reaches for his hand.

ANNA (CONT'D)
Marvin... God has given us another
chance.
Marvin stands and holds her, then kisses her softly.

MARVIN
Goodbye, my sweet angel.

ANNA
Where are you going?

MARVIN
I have to go the big house. Mother
needs me.

ANNA
Okay, but do you have time for just one dance to celebrate your Grammy win?

MARVIN
Save that dance for me...

ANNA
I'll save all my dances just for
you...

MARVIN

Not all of them... just the last
one.

ANNA

The last? What do you mean?

MARVIN

Not sure I'll have many more...

ANNA

What do you mean?

MARVIN

I no longer belong to this world...

ANNA

You will always belong to me...

INT. ANNA'S HOME (LOS ANGELES, CA) - LATER

Anna is now alone. The phone rings and Anna rushes over to answer it.

ANNA

Hello.

There is silence as Anna comprehends what is being said by the caller. Anna's knees buckle as she falls to the floor and belts out a piercing scream.

ANNA (CONT'D)

Noooooooo!

SCREEN flashes news reports about the untimely death of the Prince of Motown.

INT. GRAND BALLROOM AT NEW YORK'S WALDORF-ASTORIA

Anna and Marvin III are on stage receiving an award on behalf of Marvin for having been inducted into the Rock and Roll Hall of Fame.

Anna suddenly finds herself alone on stage and she turns to the life-sized photo of Marvin.

ANNA

(Softly)

Once you have truly loved someone,
you always will. You pick me up
when I'm down... and you will
always be my pride and joy.

Fog fills the stage and the spirit of Marvin appears. Anna runs to Marvin and embraces him.

ANNA (CONT'D)

I wish that I could have saved you.

I wish that I had made you know...
that you were loved. Why didn't you
know that?
Marvin whispers into Anna's ear.

MARVIN

To be truly righteous, you offer
love with a pure heart, without
regard for what you'll get in
return. I had myself in that frame
of mind. People were confused and
needed reassurance. God was
offering that reassurance through
his music. I was privileged to be
the instrument.

ANNA

I love and miss you so much but I
do understand. Deep down, I always
knew that you were here for a
purpose so great that it was beyond
our comprehension... and I believed
this to be the reason why you were
always under attack in this
world... I know that you couldn't
stay here.

MARVIN

Yes, but I am here right now... and
I believe... that I owe you a
dance.
Marvin extends his hand.

ANNA

Lord... please don't let this dream
ever end!

SONG: PRIDE & JOY (MARVIN GAYE & ANNA GORDY GAYE)
Anna and Marvin laugh as they dance and scene slowly fades to black.

MARVIN/ANNA

YOU ARE MY PRIDE AND JOY
AND I JUST LOVE YOU, LITTLE DARLIN'
LIKE A BABY BOY LOVES HIS TOY
YOU'VE GOT KISSES SWEETER THAN
HONEY
AND I WORK EVERY DAY TO GIVE YOU
ALL I KNOW
AND THAT'S WHY YOU'RE MY PRIDE AND

JOY
AND I'M TELLIN' THE WORLD
YOU'RE MY PRIDE AND JOY
I BELIEVE I'M NO BABY BOY
BUT I KNOW YOU'RE MINE
MY PRIDE AND JOY
YEAH BABY, YEAH BABY

MARVIN/ANNA
YOU, YOU ARE MY PRIDE AND JOY
AND A LOVE LIKE MINE, YEAH BABY
IS SOMETHING NOBODY CAN EVER
DESTROY
YOU PICK ME UP WHEN I'M DOWN
AND WHEN WE GO OUT, PRETTY BABY
YOU SHAKE UP THE WHOLE TOWN
AND THAT'S WHY
I BELIEVE YOU'RE MY PRIDE AND JOY
MY PRIDE AND JOY
AND I LOVE YOU LIKE A BABY LOVES
HIS TOY
MY PRIDE AND JOY IN THE MORNING

END OF SHOW

EXHIBIT

3

MG III Global Licensing International, LLC

11300 W. Olympic Blvd., Suite. 610
Los Angeles, CA 90064

August 19, 2019

Via US Mail and Email: quentinperry@yahoo.com

New Day Entertainment, LLC
2510 S. Telegraph Road, Suite L-140
Bloomfield Township, Michigan 48302
Attention: Quentin Perry

Re: Agreement between New Day Entertainment, LLC and MG III Global Licensing International, LLC

Dear Quentin:

Reference is made to the agreement ("Agreement") between New Day Entertainment, LLC ("New Day") and MG III Global Licensing International, LLC ("MGIII") dated November 8, 2018, in connection with the musical entitled "Pride and Joy" ("Play").

MGIII hereby terminates the Agreement effective immediately, due to numerous material breaches of the Agreement by New Day.

Breaches of the Agreement by New Day, include, without limitation:

Failure to provide proper and timely accountings and payments; and

Failure to comply with the Agreement in connection with obtaining "...written approval of each prospective investor, including written approval of the investment terms, price, and percentage share, for each prospective investor."

Demand is therefore made that New Day immediately cease and desist from any further exploitation of the Play, including without limitation that New Day and any affiliated persons or entities immediately cease and desist from holding themselves out as representing or being involved with the Play on a going forward basis, that New Day immediately account to and pay any and all monies owing to MGIII, Marvin Gaye III, D'Extra Wiley and Angela Dunlap, and inform us in writing by email of your agreement to these terms.

Nothing herein is intended as, nor shall it be construed to be, a complete statement of the facts relating to this matter or of MGIII's positions, nor a waiver of any rights, remedies, actions, causes of action or defenses which MGIII may have in this matter, all of which are expressly reserved.

Sincerely,

MG III Global Licensing International, LLC

Marvin Gaye III

By Marvin Gaye III, Manager